

# EXHIBIT 9

**SERVICING TRANSFER ESTIMATES**

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:
- A. ☐ We may assign, sell or transfer the servicing of your loan while the loan is outstanding.  
☐ We are able to service your loan and we ☐ will service your loan ☐ will not service your loan  
☐ have not decided whether to service your loan.
- OR**
- B. ☒ We do not service mortgage loans, ☒ and we have not serviced mortgage loans in the past three years. We presently intend to assign, sell or transfer the servicing of your mortgage loan. You will be informed about your servicer.
- C. ☐ We assign, sell or transfer the servicing of some of our loans while the loan is outstanding depending on the type of loan and other factors. For the program you have applied for, we expect to:
- ☐ sell all of the mortgage servicing  
☐ retain all of the mortgage servicing  
☐ assign, sell or transfer \_\_\_\_\_ % of the mortgage servicing.

2. For all the first-lien mortgage loans that we make in the 12 month period after your mortgage loan is funded, we estimate that the percentage of such loans for which we will transfer servicing is between:

☐ 0% to 25%      ☐ 26% to 50%      ☐ 51% to 75%      ☒ 76% to 100%

This estimate ☐ does ☒ does not include assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. A ☐ We have previously assigned, sold or transferred the servicing of first-lien mortgage loans.
- OR**
- B. ☒ This is our record of transferring the servicing of the first-lien mortgage loans we have made in the past:

Year	Percentage of Loans Transferred (Rounded to nearest quartile - 0%, 25%, 50%, 75%, or 100%)
2003	100 %
2002	100 %
2001	100 %

This information ☐ does ☐ does not include assignments, sales or transfers to affiliates or subsidiaries.

Present Servicer or Lender:  
LoanCity.com, a California Corporation

Date: May 17, 2004

**ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT**

I/We have read this disclosure statement and understand its contents as evidenced by my/our signature(s) below. I/We understand that this acknowledgment is a required part of the mortgage loan application.

IDA V. CANLAS      5-18-04  
 (Applicant) (Date)

OPHELLO S. CANLAS      5-18-04  
 (Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

Loan No: 9069

Servicing Disclosure Statement  
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# EXHIBIT 10

**PURCHASE AND ASSUMPTION AGREEMENT**

**WHOLE BANK**

**AMONG**

**FEDERAL DEPOSIT INSURANCE CORPORATION,  
RECEIVER OF WASHINGTON MUTUAL BANK,  
HENDERSON, NEVADA**

**FEDERAL DEPOSIT INSURANCE CORPORATION**

**and**

**JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**

**DATED AS OF**

**SEPTEMBER 25, 2008**

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**PURCHASE AND ASSUMPTION AGREEMENT**

**WHOLE BANK**

**THIS AGREEMENT**, made and entered into as of the 25<sup>th</sup> day of September, 2008, by and among the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER of WASHINGTON MUTUAL BANK, HENDERSON, NEVADA** (the "Receiver"), **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, organized under the laws of the United States of America, and having its principal place of business in Seattle, Washington (the "Assuming Bank"), and the **FEDERAL DEPOSIT INSURANCE CORPORATION**, organized under the laws of the United States of America and having its principal office in Washington, D.C., acting in its corporate capacity (the "Corporation").

**WITNESSETH:**

**WHEREAS**, on Bank Closing, the Chartering Authority closed Washington Mutual Bank (the "Failed Bank") pursuant to applicable law and the Corporation was appointed Receiver thereof; and

**WHEREAS**, the Assuming Bank desires to purchase substantially all of the assets and assume all deposit and substantially all other liabilities of the Failed Bank on the terms and conditions set forth in this Agreement; and

**WHEREAS**, pursuant to 12 U.S.C. Section 1823(c)(2)(A), the Corporation may provide assistance to the Assuming Bank to facilitate the transactions contemplated by this Agreement, which assistance may include indemnification pursuant to Article XII; and

**WHEREAS**, the Board of Directors of the Corporation (the "Board") has determined to provide assistance to the Assuming Bank on the terms and subject to the conditions set forth in this Agreement; and

**WHEREAS**, the Board has determined pursuant to 12 U.S.C. Section 1823(c)(4)(A) that such assistance is necessary to meet the obligation of the Corporation to provide insurance coverage for the insured deposits in the Failed Bank and is the least costly to the deposit insurance fund of all possible methods for meeting such obligation.

**NOW THEREFORE**, in consideration of the mutual promises herein set forth and other valuable consideration, the parties hereto agree as follows:



## ARTICLE I DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article I, or elsewhere in this Agreement. As used herein, words imparting the singular include the plural and vice versa.

**"Accounting Records"** means the general ledger and subsidiary ledgers and supporting schedules which support the general ledger balances.

**"Acquired Subsidiaries"** means Subsidiaries of the Failed Bank acquired pursuant to Section 3.1.

**"Adversely Classified"** means, with respect to any Loan or security, a Loan or security which has been designated in the most recent report of examination as "Substandard," "Doubtful" or "Loss" by the Failed Bank's appropriate Federal or State Chartering Authority or regulator.

**"Affiliate"** of any Person means any director, officer, or employee of that Person and any other Person (i) who is directly or indirectly controlling, or controlled by, or under direct or indirect common control with, such Person, or (ii) who is an affiliate of such Person as the term "affiliate" is defined in Section 2 of the Bank Holding Company Act of 1956, as amended, 12 U.S.C. Section 1841.

**"Agreement"** means this Purchase and Assumption Agreement by and among the Assuming Bank, the Corporation and the Receiver, as amended or otherwise modified from time to time.

**"Assets"** means all assets of the Failed Bank purchased pursuant to Section 3.1. Assets owned by Subsidiaries of the Failed Bank are not "Assets" within the meaning of this definition.

**"Assumed Deposits"** means Deposits.

**"Bank Closing"** means the close of business of the Failed Bank on the date on which the Chartering Authority closed such institution.

**"Bank Premises"** means the banking houses, drive-in banking facilities, and teller facilities (staffed or automated) together with appurtenant parking, storage and service facilities and structures connecting remote facilities to banking houses, and land on which the foregoing are located, that are owned or leased by the Failed Bank and that are occupied by the Failed Bank as of Bank Closing.

**"Bid Amount"** has the meaning provided in Article VII.

**"Book Value"** means, with respect to any Asset and any Liability Assumed, the dollar amount thereof stated on the Accounting Records of the Failed Bank. The Book Value of any item shall be determined as of Bank Closing after adjustments made by the Assuming Bank for normal operational and timing differences in accounts, suspense items, unposted debits and credits, and other similar adjustments or corrections and for setoffs, whether voluntary or involuntary. The Book Value of a Subsidiary of the Failed Bank acquired by the Assuming Bank shall be determined from the investment in subsidiary and related accounts on the "bank only" (unconsolidated) balance sheet of the Failed Bank based on the equity method of accounting. Without limiting the generality of the foregoing, (i) the Book Value of a Liability Assumed shall include all accrued and unpaid interest thereon as of Bank Closing, and (ii) the Book Value of a Loan shall reflect adjustments for earned interest, or unearned interest (as it relates to the "rule of 78s" or add-on-interest loans, as applicable), if any, as of Bank Closing, adjustments for the portion of earned or unearned loan-related credit life and/or disability insurance premiums, if any, attributable to the Failed Bank as of Bank Closing, and adjustments for Failed Bank Advances, if any, in each case as determined for financial reporting purposes. The Book Value of an Asset shall not include any adjustment for loan premiums, discounts or any related deferred income or fees, or general or specific reserves on the Accounting Records of the Failed Bank.

**"Business Day"** means a day other than a Saturday, Sunday, Federal legal holiday or legal holiday under the laws of the State where the Failed Bank is located, or a day on which the principal office of the Corporation is closed.

**"Chartering Authority"** means (i) with respect to a national bank, the Office of the Comptroller of the Currency, (ii) with respect to a Federal savings association or savings bank, the Office of Thrift Supervision, (iii) with respect to a bank or savings institution chartered by a State, the agency of such State charged with primary responsibility for regulating and/or closing banks or savings institutions, as the case may be, (iv) the Corporation in accordance with 12 U.S.C. Section 1821(c), with regard to self appointment, or (v) the appropriate Federal banking agency in accordance with 12 U.S.C. 1821(c)(9).

**"Commitment"** means the unfunded portion of a line of credit or other commitment reflected on the books and records of the Failed Bank to make an extension of credit (or additional advances with respect to a Loan) that was legally binding on the Failed Bank as of Bank Closing, other than extensions of credit pursuant to the credit card business and overdraft protection plans of the Failed Bank, if any.

**"Credit Documents"** mean the agreements, instruments, certificates or other documents at any time evidencing or otherwise relating to, governing or executed in connection with or as security for, a Loan, including without limitation notes, bonds, loan agreements, letter of credit applications, lease financing contracts, banker's acceptances, drafts, interest protection agreements, currency exchange agreements, repurchase agreements, reverse repurchase agreements, guarantees, deeds of trust, mortgages, assignments, security agreements, pledges, subordination or priority agreements, lien priority agreements, undertakings, security instruments, certificates, documents, legal opinions, participation agreements and intercreditor agreements, and all amendments, modifications, renewals, extensions, rearrangements, and substitutions with respect to any of the foregoing.

**"Credit File"** means all Credit Documents and all other credit, collateral, or insurance documents in the possession or custody of the Assuming Bank, or any of its Subsidiaries or Affiliates, relating to an Asset or a Loan included in a Put Notice, or copies of any thereof.

**"Data Processing Lease"** means any lease or licensing agreement, binding on the Failed Bank as of Bank Closing, the subject of which is data processing equipment or computer hardware or software used in connection with data processing activities. A lease or licensing agreement for computer software used in connection with data processing activities shall constitute a Data Processing Lease regardless of whether such lease or licensing agreement also covers data processing equipment.

**"Deposit"** means a deposit as defined in 12 U.S.C. Section 1813(l), including without limitation, outstanding cashier's checks and other official checks and all uncollected items included in the depositors' balances and credited on the books and records of the Failed Bank; provided, that the term "Deposit" shall not include all or any portion of those deposit balances which, in the discretion of the Receiver or the Corporation, (i) may be required to satisfy it for any liquidated or contingent liability of any depositor arising from an unauthorized or unlawful transaction, or (ii) may be needed to provide payment of any liability of any depositor to the Failed Bank or the Receiver, including the liability of any depositor as a director or officer of the Failed Bank, whether or not the amount of the liability is or can be determined as of Bank Closing.

**"Failed Bank Advances"** means the total sums paid by the Failed Bank to (i) protect its lien position, (ii) pay ad valorem taxes and hazard insurance, and (iii) pay credit life insurance, accident and health insurance, and vendor's single interest insurance.

**"Fixtures"** means those leasehold improvements, additions, alterations and installations constituting all or a part of Bank Premises and which were acquired, added, built, installed or purchased at the expense of the Failed Bank, regardless of the holder of legal title thereto as of Bank Closing.

**"Furniture and Equipment"** means the furniture and equipment (other than leased data processing equipment, including hardware and software), leased or owned by the Failed Bank and reflected on the books of the Failed Bank as of Bank Closing, including without limitation automated teller machines, carpeting, furniture, office machinery (including personal computers), shelving, office supplies, telephone, surveillance and security systems, and artwork.

**"Indemnitees"** means, except as provided in paragraph (11) of Section 12.1(b), (i) the Assuming Bank, (ii) the Subsidiaries and Affiliates of the Assuming Bank other than any Subsidiaries or Affiliates of the Failed Bank that are or become Subsidiaries or Affiliates of the Assuming Bank, and (iii) the directors, officers, employees and agents of the Assuming Bank and its Subsidiaries and Affiliates who are not also present or former directors, officers, employees or agents of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank.



**"Initial Payment"** means the payment made pursuant to Article VII, the amount of which shall be either (i) if the Bid Amount is positive, the Bid Amount plus the Required Payment or (ii) if the Bid Amount is negative, the Required Payment minus the Bid Amount. The Initial Payment shall be payable by the Corporation to the Assuming Bank if the Initial Payment is a negative amount. The Initial Payment shall be payable by the Assuming Bank to the Corporation if the Initial Payment is positive.

**"Legal Balance"** means the amount of indebtedness legally owed by an Obligor with respect to a Loan, including principal and accrued and unpaid interest, late fees, attorneys' fees and expenses, taxes, insurance premiums, and similar charges, if any.

**"Liabilities Assumed"** has the meaning provided in Section 2.1.

**"Lien"** means any mortgage, lien, pledge, charge, assignment for security purposes, security interest, or encumbrance of any kind with respect to an Asset, including any conditional sale agreement or capital lease or other title retention agreement relating to such Asset.

**"Loans"** means all of the following owed to or held by the Failed Bank as of Bank Closing:

(i) loans (including loans which have been charged off the Accounting Records of the Failed Bank in whole or in part prior to Bank Closing), participation agreements, interests in participations, overdrafts of customers (including but not limited to overdrafts made pursuant to an overdraft protection plan or similar extensions of credit in connection with a deposit account), revolving commercial lines of credit, home equity lines of credit, Commitments, United States and/or State-guaranteed student loans, and lease financing contracts;

(ii) all Liens, rights (including rights of set-off), remedies, powers, privileges, demands, claims, priorities, equities and benefits owned or held by, or accruing or to accrue to or for the benefit of, the holder of the obligations or instruments referred to in clause (i) above, including but not limited to those arising under or based upon Credit Documents, casualty insurance policies and binders, standby letters of credit, mortgagee title insurance policies and binders, payment bonds and performance bonds at any time and from time to time existing with respect to any of the obligations or instruments referred to in clause (i) above; and

(iii) all amendments, modifications, renewals, extensions, refinancings, and refundings of or for any of the foregoing;

provided, that there shall be excluded from the definition of "Loans" amounts owing under Qualified Financial Contracts.

**"Obligor"** means each Person liable for the full or partial payment or performance of any Loan, whether such Person is obligated directly, indirectly, primarily, secondarily, jointly, or severally.

**"Other Real Estate"** means all interests in real estate (other than Bank Premises and Fixtures), including but not limited to mineral rights, leasehold rights, condominium and cooperative interests, air rights and development rights that are owned by the Failed Bank.

**"Payment Date"** means the first Business Day after Bank Closing.

**"Person"** means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof, excluding the Corporation.

**"Primary Indemnitor"** means any Person (other than the Assuming Bank or any of its Affiliates) who is obligated to indemnify or insure, or otherwise make payments (including payments on account of claims made against) to or on behalf of any Person in connection with the claims covered under Article XII, including without limitation any insurer issuing any directors and officers liability policy or any Person issuing a financial institution bond or banker's blanket bond.

**"Proforma"** means producing a balance sheet that reflects a reasonably accurate financial statement of the Failed Bank through the date of closing. The Proforma financial statements serve as a basis for the opening entries of both the Assuming Bank and the Receiver.

**"Put Date"** has the meaning provided in Section 3.4.

**"Put Notice"** has the meaning provided in Section 3.4.

**"Qualified Financial Contract"** means a qualified financial contract as defined in 12 U.S.C. Section 1821(e)(8)(D).

**"Record"** means any document, microfiche, microfilm and computer records (including but not limited to magnetic tape, disc storage, card forms and printed copy) of the Failed Bank generated or maintained by the Failed Bank that is owned by or in the possession of the Receiver at Bank Closing.

**"Related Liability"** with respect to any Asset means any liability existing and reflected on the Accounting Records of the Failed Bank as of Bank Closing for (i) indebtedness secured by mortgages, deeds of trust, chattel mortgages, security interests or other liens on or affecting such Asset, (ii) ad valorem taxes applicable to such Asset, and (iii) any other obligation determined by the Receiver to be directly related to such Asset.

**"Related Liability Amount"** with respect to any Related Liability on the books of the Assuming Bank, means the amount of such Related Liability as stated on the Accounting Records of the Assuming Bank (as maintained in accordance with generally accepted accounting principles) as of the date as of which the Related Liability Amount is being determined. With respect to a liability that relates to more than one asset, the amount of such Related Liability shall be allocated among such assets for the purpose of determining the Related Liability Amount with

respect to any one of such assets. Such allocation shall be made by specific allocation, where determinable, and otherwise shall be pro rata based upon the dollar amount of such assets stated on the Accounting Records of the entity that owns such asset.

**"Required Payment"** means \$50,000,000.00.

**"Repurchase Price"** means with respect to any Asset or asset, which shall be determined by the Receiver, the lesser of (a) or (b):

(a) (i) in the event of a negative Bid Amount, the amount paid by the Assuming Bank, discounted by a percentage equal to the quotient produced by dividing the Assuming Bank's Bid Amount by the aggregate Book Value of the Risk Assets of the Failed Bank;

(ii) in the event of a negative Bid Amount, the amount resulting from (a)(i), above, or in the event of a positive Bid Amount, the amount paid by the Assuming Bank, (x) for a Loan, shall be decreased by any portion of the Loan classified "loss" and by one-half of any portion of the Loan classified "doubtful" as of the date of Bank Closing, and (y) for any Asset or asset, including a Loan, decreased by the amount of any money received with respect thereto since Bank Closing and, if the Asset is a Loan or other interest bearing or earning asset, the resulting amount shall then be increased or decreased, as the case may be, by interest or discount (whichever is applicable) accrued from and after Bank Closing at the lower of: (i) the contract rate with respect to such Asset, or (ii) the Settlement Interest Rate; net proceeds received by or due to the Assuming Bank from the sale of collateral, any forgiveness of debt, or otherwise shall be deemed money received by the Assuming Bank; or

(b) the dollar amount thereof stated on the Accounting Records of the Assuming Bank as of the date as of which the Repurchase Price is being determined, as maintained in accordance with generally accepted accounting principles, and, if the asset is a Loan, regardless of the Legal Balance thereof and adjusted in the same manner as the Book Value of a Failed Bank Loan would be adjusted hereunder.

Provided, however, (b), above, shall not be applicable and the Bid Amount shall be considered to have been positive for Loans repurchased pursuant to Section 3.4(a).

**"Risk Assets"** means (i) all Loans purchased hereunder, excluding (a) New Loans and (b) Loans to the extent secured by Assumed Deposits (and not included in (i)(a)), plus (ii) the Accrued Interest Receivable, Prepaid Expense, and Other Assets.

**"Safe Deposit Boxes"** means the safe deposit boxes of the Failed Bank, if any, including the removable safe deposit boxes and safe deposit stacks in the Failed Bank's vault(s), all rights and benefits (other than fees collected prior to Bank Closing) under rental agreements with respect to such safe deposit boxes, and all keys and combinations thereto.

**"Settlement Date"** means the first Business Day immediately prior to the day which is one hundred eighty (180) days after Bank Closing, or such other date prior thereto as



may be agreed upon by the Receiver and the Assuming Bank. The Receiver, in its discretion, may extend the Settlement Date.

**"Settlement Interest Rate"** means, for the first calendar quarter or portion thereof during which interest accrues, the rate determined by the Receiver to be equal to the equivalent coupon issue yield on twenty-six (26)-week United States Treasury Bills in effect as of Bank Closing as published in The Wall Street Journal; provided, that if no such equivalent coupon issue yield is available as of Bank Closing, the equivalent coupon issue yield for such Treasury Bills most recently published in The Wall Street Journal prior to Bank Closing shall be used. Thereafter, the rate shall be adjusted to the rate determined by the Receiver to be equal to the equivalent coupon issue yield on such Treasury Bills in effect as of the first day of each succeeding calendar quarter during which interest accrues as published in The Wall Street Journal.

**"Subsidiary"** has the meaning set forth in Section 3(w)(4) of the Federal Deposit Insurance Act, 12 U.S.C. Section 1813(w)(4), as amended.

## ARTICLE II ASSUMPTION OF LIABILITIES

**2.1 Liabilities Assumed by Assuming Bank.** Subject to Sections 2.5 and 4.8, the Assuming Bank expressly assumes at Book Value (subject to adjustment pursuant to Article VIII) and agrees to pay, perform, and discharge, all of the liabilities of the Failed Bank which are reflected on the Books and Records of the Failed Bank as of Bank Closing, including the Assumed Deposits and all liabilities associated with any and all employee benefit plans, except as listed on the attached Schedule 2.1, and as otherwise provided in this Agreement (such liabilities referred to as "Liabilities Assumed"). Notwithstanding Section 4.8, the Assuming Bank specifically assumes all mortgage servicing rights and obligations of the Failed Bank.

**2.2 Interest on Deposit Liabilities.** The Assuming Bank agrees that it will assume all deposit contracts as of Bank Closing, and it will accrue and pay interest on Deposit liabilities assumed pursuant to Section 2.1 at the same rate(s) and on the same terms as agreed to by the Failed Bank as existed as of Bank Closing. If such Deposit has been pledged to secure an obligation of the depositor or other party, any withdrawal thereof shall be subject to the terms of the agreement governing such pledge.

**2.3 Unclaimed Deposits.** If, within eighteen (18) months after Bank Closing, any depositor of the Failed Bank does not claim or arrange to continue such depositor's Deposit assumed pursuant to Section 2.1 at the Assuming Bank, the Assuming Bank shall, within fifteen (15) Business Days after the end of such eighteen (18)-month period, (i) refund to the Corporation the full amount of each such Deposit (without reduction for service charges), (ii) provide to the Corporation an electronic schedule of all such refunded Deposits in such form as may be prescribed by the Corporation, and (iii) assign, transfer, convey and deliver to the Receiver all right, title and interest of the Assuming Bank in and to Records previously transferred to the Assuming Bank and other records generated or maintained by the Assuming Bank pertaining to such Deposits. During such eighteen (18)-month period, at the request of the

Corporation, the Assuming Bank promptly shall provide to the Corporation schedules of unclaimed deposits in such form as may be prescribed by the Corporation.

#### **2.4 Omitted.**

**2.5 Borrower Claims.** Notwithstanding anything to the contrary in this Agreement, any liability associated with borrower claims for payment of or liability to any borrower for monetary relief, or that provide for any other form of relief to any borrower, whether or not such liability is reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, legal or equitable, judicial or extra-judicial, secured or unsecured, whether asserted affirmatively or defensively, related in any way to any loan or commitment to lend made by the Failed Bank prior to failure, or to any loan made by a third party in connection with a loan which is or was held by the Failed Bank, or otherwise arising in connection with the Failed Bank's lending or loan purchase activities are specifically not assumed by the Assuming Bank.

### **ARTICLE III PURCHASE OF ASSETS**

**3.1 Assets Purchased by Assuming Bank.** Subject to Sections 3.5, 3.6 and 4.8, the Assuming Bank hereby purchases from the Receiver, and the Receiver hereby sells, assigns, transfers, conveys, and delivers to the Assuming Bank, all right, title, and interest of the Receiver in and to all of the assets (real, personal and mixed, wherever located and however acquired) including all subsidiaries, joint ventures, partnerships, and any and all other business combinations or arrangements, whether active, inactive, dissolved or terminated, of the Failed Bank whether or not reflected on the books of the Failed Bank as of Bank Closing. Assets are purchased hereunder by the Assuming Bank subject to all liabilities for indebtedness collateralized by Liens affecting such Assets to the extent provided in Section 2.1. The subsidiaries, joint ventures, partnerships, and any and all other business combinations or arrangements, whether active, inactive, dissolved or terminated being purchased by the Assuming Bank includes, but is not limited to, the entities listed on Schedule 3.1a. Notwithstanding Section 4.8, the Assuming Bank specifically purchases all mortgage servicing rights and obligations of the Failed Bank.

#### **3.2 Asset Purchase Price.**

(a) All Assets and assets of the Failed Bank subject to an option to purchase by the Assuming Bank shall be purchased for the amount, or the amount resulting from the method specified for determining the amount, as specified on Schedule 3.2, except as otherwise may be provided herein. Any Asset, asset of the Failed Bank subject to an option to purchase or other asset purchased for which no purchase price is specified on Schedule 3.2 or otherwise herein shall be purchased at its Book Value. Loans or other assets charged off the Accounting Records of the Failed Bank prior to the date of Bank Closing shall be purchased at a price of zero.



(b) The purchase price for securities (other than the capital stock of any Acquired Subsidiary) purchased under Section 3.1 by the Assuming Bank shall be the market value thereof as of Bank Closing, which market value shall be (i) the "Mid/Last", or "Trade" (as applicable), market price for each such security quoted at the close of the trading day effective on Bank Closing as published electronically by Bloomberg, L.P.; (ii) provided, that if such market price is not available for any such security, the Assuming Bank will submit a bid for each such security within three days of notification/bid request by the Receiver (unless a different time period is agreed to by the Assuming Bank and the Receiver) and the Receiver, in its sole discretion will accept or reject each such bid; and (iii) further provided in the absence of an acceptable bid from the Assuming Bank, each such security shall not pass to the Assuming Bank and shall be deemed to be an excluded asset hereunder.

(c) Qualified Financial Contracts shall be purchased at market value determined in accordance with the terms of Exhibit 3.2(c). Any costs associated with such valuation shall be shared equally by the Receiver and the Assuming Bank.

**3.3 Manner of Conveyance; Limited Warranty; Nonrecourse; Etc.** THE CONVEYANCE OF ALL ASSETS, INCLUDING REAL AND PERSONAL PROPERTY INTERESTS, PURCHASED BY THE ASSUMING BANK UNDER THIS AGREEMENT SHALL BE MADE, AS NECESSARY, BY RECEIVER'S DEED OR RECEIVER'S BILL OF SALE, "AS IS", "WHERE IS", WITHOUT RECOURSE AND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, WITHOUT ANY WARRANTIES WHATSOEVER WITH RESPECT TO SUCH ASSETS, EXPRESS OR IMPLIED, WITH RESPECT TO TITLE, ENFORCEABILITY, COLLECTIBILITY, DOCUMENTATION OR FREEDOM FROM LIENS OR ENCUMBRANCES (IN WHOLE OR IN PART), OR ANY OTHER MATTERS.

**3.4 Puts of Assets to the Receiver.**

(a) Omitted.

(b) **Puts Prior to the Settlement Date.** During the period from Bank Closing to and including the Business Day immediately preceding the Settlement Date, the Assuming Bank shall be entitled to require the Receiver to purchase any Asset which the Assuming Bank can establish is evidenced by forged or stolen instruments as of Bank Closing. The Assuming Bank shall transfer all such Assets to the Receiver without recourse, and shall indemnify the Receiver against any and all claims of any Person claiming by, through or under the Assuming Bank with respect to any such Asset, as provided in Section 12.4.

(c) **Notices to the Receiver.** In the event that the Assuming Bank elects to require the Receiver to purchase one or more Assets, the Assuming Bank shall deliver to the Receiver a notice (a "Put Notice") which shall include:

- (i) a list of all Assets that the Assuming Bank requires the Receiver to purchase;

- (ii) a list of all Related Liabilities with respect to the Assets identified pursuant to (i) above; and
- (iii) a statement of the estimated Repurchase Price of each Asset identified pursuant to (i) above as of the applicable Put Date.

Such notice shall be in the form prescribed by the Receiver or such other form to which the Receiver shall consent. As provided in Section 9.6, the Assuming Bank shall deliver to the Receiver such documents, Credit Files and such additional information relating to the subject matter of the Put Notice as the Receiver may request and shall provide to the Receiver full access to all other relevant books and records.

(d) **Purchase by Receiver.** The Receiver shall purchase Loans that are specified in the Put Notice and shall assume Related Liabilities with respect to such Loans, and the transfer of such Loans and Related Liabilities shall be effective as of a date determined by the Receiver which date shall not be later than thirty (30) days after receipt by the Receiver of the Credit Files with respect to such Loans (the "Put Date").

(e) **Purchase Price and Payment Date.** Each Loan purchased by the Receiver pursuant to this Section 3.4 shall be purchased at a price equal to the Repurchase Price of such Loan less the Related Liability Amount applicable to such Loan, in each case determined as of the applicable Put Date. If the difference between such Repurchase Price and such Related Liability Amount is positive, then the Receiver shall pay to the Assuming Bank the amount of such difference; if the difference between such amounts is negative, then the Assuming Bank shall pay to the Receiver the amount of such difference. The Assuming Bank or the Receiver, as the case may be, shall pay the purchase price determined pursuant to this Section 3.4(e) not later than the twentieth (20th) Business Day following the applicable Put Date, together with interest on such amount at the Settlement Interest Rate for the period from and including such Put Date to and including the day preceding the date upon which payment is made.

(f) **Servicing.** The Assuming Bank shall administer and manage any Asset subject to purchase by the Receiver in accordance with usual and prudent banking standards and business practices until such time as such Asset is purchased by the Receiver.

(g) **Reversals.** In the event that the Receiver purchases an Asset (and assumes the Related Liability) that it is not required to purchase pursuant to this Section 3.4, the Assuming Bank shall repurchase such Asset (and assume such Related Liability) from the Receiver at a price computed so as to achieve the same economic result as would apply if the Receiver had never purchased such Asset pursuant to this Section 3.4.

**3.5 Assets Not Purchased by Assuming Bank.** The Assuming Bank does not purchase, acquire or assume, or (except as otherwise expressly provided in this Agreement) obtain an option to purchase, acquire or assume under this Agreement the assets or Assets listed on the attached Schedule 3.5.

**3.6 Assets Essential to Receiver.**

(a) The Receiver may refuse to sell to the Assuming Bank, or the Assuming Bank agrees, at the request of the Receiver set forth in a written notice to the Assuming Bank, to assign, transfer, convey, and deliver to the Receiver all of the Assuming Bank's right, title and interest in and to, any Asset or asset essential to the Receiver as determined by the Receiver in its discretion (together with all Credit Documents evidencing or pertaining thereto), which may include any Asset or asset that the Receiver determines to be:

- (i) made to an officer, director, or other Person engaging in the affairs of the Failed Bank, its Subsidiaries or Affiliates or any related entities of any of the foregoing;
- (ii) the subject of any investigation relating to any claim with respect to any item described in Section 3.5(a) or (b), or the subject of, or potentially the subject of, any legal proceedings;
- (iii) made to a Person who is an Obligor on a loan owned by the Receiver or the Corporation in its corporate capacity or its capacity as receiver of any institution;
- (iv) secured by collateral which also secures any asset owned by the Receiver; or
- (v) related to any asset of the Failed Bank not purchased by the Assuming Bank under this Article III or any liability of the Failed Bank not assumed by the Assuming Bank under Article II.

(b) Each such Asset or asset purchased by the Receiver shall be purchased at a price equal to the Repurchase Price thereof less the Related Liability Amount with respect to any Related Liabilities related to such Asset or asset, in each case determined as of the date of the notice provided by the Receiver pursuant to Section 3.6(a). The Receiver shall pay the Assuming Bank not later than the twentieth (20th) Business Day following receipt of related Credit Documents and Credit Files together with interest on such amount at the Settlement Interest Rate for the period from and including the date of receipt of such documents to and including the day preceding the day on which payment is made. The Assuming Bank agrees to administer and manage each such Asset or asset in accordance with usual and prudent banking standards and business practices until each such Asset or asset is purchased by the Receiver. All transfers with respect to Asset or assets under this Section 3.6 shall be made as provided in Section 9.6. The Assuming Bank shall transfer all such Asset or assets and Related Liabilities to the Receiver without recourse, and shall indemnify the Receiver against any and all claims of any Person claiming by, through or under the Assuming Bank with respect to any such Asset or asset, as provided in Section 12.4.

#### ARTICLE IV



## ASSUMPTION OF CERTAIN DUTIES AND OBLIGATIONS

The Assuming Bank agrees with the Receiver and the Corporation as follows:

**4.1 Continuation of Banking Business.** The Assuming Bank agrees to provide full service banking in the trade area of the Failed Bank commencing on the first banking business day (including a Saturday) after Bank Closing. At the option of the Assuming Bank, such banking services may be provided at any or all of the Bank Premises, or at other premises within such trade area.

**4.2 Agreement with Respect to Debit and Credit Card Business.** The Assuming Bank agrees to honor and perform, from and after Bank Closing, all duties and obligations with respect to the Failed Bank's debit and credit card business, and/or processing related to debit and credit cards, if any, and assumes all outstanding extensions of credit with respect thereto.

**4.3 Agreement with Respect to Safe Deposit Business.** The Assuming Bank assumes and agrees to discharge, from and after Bank Closing, in the usual course of conducting a banking business, the duties and obligations of the Failed Bank with respect to all Safe Deposit Boxes, if any, of the Failed Bank and to maintain all of the necessary facilities for the use of such boxes by the renters thereof during the period for which such boxes have been rented and the rent therefor paid to the Failed Bank, subject to the provisions of the rental agreements between the Failed Bank and the respective renters of such boxes; provided, that the Assuming Bank may relocate the Safe Deposit Boxes of the Failed Bank to any office of the Assuming Bank located in the trade area of the Failed Bank. Fees related to the safe deposit business collected prior to Bank Closing shall be for the benefit of the Receiver and fees collected after Bank Closing shall be for the benefit of the Assuming Bank.

**4.4 Agreement with Respect to Safekeeping Business.** The Receiver transfers, conveys and delivers to the Assuming Bank and the Assuming Bank accepts all securities and other items, if any, held by the Failed Bank in safekeeping for its customers as of Bank Closing. The Assuming Bank assumes and agrees to honor and discharge, from and after Bank Closing, the duties and obligations of the Failed Bank with respect to such securities and items held in safekeeping. The Assuming Bank shall be entitled to all rights and benefits heretofore accrued or hereafter accruing with respect thereto; provided, that, fees related to the safe keeping business collected prior to Bank Closing shall be for the benefit of the Receiver and fees collected after Bank Closing shall be for the benefit of the Assuming Bank. The Assuming Bank shall provide to the Receiver written verification of all assets held by the Failed Bank for safekeeping within sixty (60) days after Bank Closing.

**4.5 Agreement with Respect to Trust Business.**

(a) The Assuming Bank shall, without further transfer, substitution, act or deed, to the full extent permitted by law, succeed to the rights, obligations, properties, assets, investments, deposits, agreements, and trusts of the Failed Bank under trusts, executorships, administrations, guardianships, and agencies, and other fiduciary or representative capacities, all to the same extent as though the Assuming Bank had assumed the same from the Failed Bank prior to Bank

Closing; provided, that any liability based on the misfeasance, malfeasance or nonfeasance of the Failed Bank, its directors, officers, employees or agents with respect to the trust business is not assumed hereunder.

(b) The Assuming Bank shall, to the full extent permitted by law, succeed to, and be entitled to take and execute, the appointment to all executorships, trusteeships, guardianships and other fiduciary or representative capacities to which the Failed Bank is or may be named in wills, whenever probated, or to which the Failed Bank is or may be named or appointed by any other instrument.

(c) In the event additional proceedings of any kind are necessary to accomplish the transfer of such trust business, the Assuming Bank agrees that, at its own expense, it will take whatever action is necessary to accomplish such transfer. The Receiver agrees to use reasonable efforts to assist the Assuming Bank in accomplishing such transfer.

(d) The Assuming Bank shall provide to the Receiver written verification of the assets held in connection with the Failed Bank's trust business within sixty (60) days after Bank Closing.

#### **4.6 Agreement with Respect to Bank Premises.**

(a) **Option to Lease.** The Receiver hereby grants to the Assuming Bank an exclusive option for the period of ninety (90) days commencing the day after Bank Closing to cause the Receiver to assign to the Assuming Bank any or all leases for leased Bank Premises, if any, which have been continuously occupied by the Assuming Bank from Bank Closing to the date it elects to accept an assignment of the leases with respect thereto to the extent such leases can be assigned; provided, that the exercise of this option with respect to any lease must be as to all premises or other property subject to the lease. If an assignment cannot be made of any such leases, the Receiver may, in its discretion, enter into subleases with the Assuming Bank containing the same terms and conditions provided under such existing leases for such leased Bank Premises or other property. The Assuming Bank shall give notice to the Receiver within the option period of its election to accept or not to accept an assignment of any or all leases (or enter into subleases or new leases in lieu thereof). The Assuming Bank agrees to assume all leases assigned (or enter into subleases in lieu thereof) pursuant to this Section 4.6.

(b) **Facilitation.** The Receiver agrees to facilitate the assumption, assignment or sublease of leases or the negotiation of new leases by the Assuming Bank; provided, that neither the Receiver nor the Corporation shall be obligated to engage in litigation, make payments to the Assuming Bank or to any third party in connection with facilitating any such assumption, assignment, sublease or negotiation or commit to any other obligations to third parties.

(c) **Occupancy.** The Assuming Bank shall give the Receiver fifteen (15) days' prior written notice of its intention to vacate prior to vacating any leased Bank Premises with respect to which the Assuming Bank has not exercised the option provided in Section 4.6(a). Any such notice shall be deemed to terminate the Assuming Bank's option with respect to such leased Bank Premises.



(d) **Occupancy Costs.**

(i) The Assuming Bank agrees, during the period of any occupancy by it of leased Bank Premises, to pay to the Receiver, or to appropriate third parties at the direction of the Receiver, all operating costs with respect thereto and to comply with all relevant terms of applicable leases entered into by the Failed Bank, including without limitation the timely payment of all rent, taxes, fees, charges, utilities, insurance and assessments.

(ii) The Assuming Bank agrees during the period of occupancy by it of leased Bank Premises to pay to the Receiver rent for the use of all leased Furniture and Equipment and all owned or leased Fixtures located on such Bank Premises for the period of such occupancy. Rent for such property owned by the Failed Bank shall be the market rental value thereof, as determined by the Receiver within sixty (60) days after Bank Closing. Rent for such leased property shall be an amount equal to any and all rent and other amounts which the Receiver incurs or accrues as an obligation or is obligated to pay for such period of occupancy pursuant to all leases and contracts with respect to such property. If the Assuming Bank purchases any owned Fixtures in accordance with Section 4.6(f), the amount of any rents paid by the Assuming Bank with respect thereto shall be applied as an offset against the purchase price thereof.

(e) **Certain Requirements as to Furniture, Equipment and Fixtures.** If the Assuming Bank accepts an assignment of the lease (or enters into a sublease or a new lease in lieu thereof) for leased Bank Premises, or if the Assuming Bank does not exercise such option but within twelve (12) months following Bank Closing obtains the right to occupy such premises (whether by assignment, lease, sublease, purchase or otherwise), other than in accordance with Section 4.6(a), the Assuming Bank shall (i) accept an assignment or a sublease of the leases or negotiate new leases for all Furniture and Equipment and Fixtures leased by the Failed Bank and located thereon, and (ii) if applicable, accept an assignment or a sublease of any ground lease or negotiate a new ground lease with respect to any land on which such Bank Premises are located; provided, that the Receiver shall not have disposed of such Furniture and Equipment and Fixtures or repudiated the leases specified in clause (i) or (ii).

(f) **Vacating Premises.** If the Assuming Bank elects not to accept an assignment of the lease or sublease any leased Bank Premises, the notice of such election in accordance with Section 4.6(a) shall specify the date upon which the Assuming Bank's occupancy of such leased Bank Premises shall terminate, which date shall not be later than the date which is one hundred eighty (180) days after Bank Closing. Upon vacating such premises, the Assuming Bank shall relinquish and release to the Receiver such premises and the Fixtures located thereon in the same condition as at Bank Closing, normal wear and tear excepted. By failing to provide notice of its intention to vacate such premises prior to the expiration of the option period specified in Section 4.6(a), or by occupying such premises after the one hundred eighty (180)-day period specified above in this paragraph, the Assuming Bank shall, at the Receiver's option, (x) be deemed to have assumed all leases, obligations and liabilities with respect to such premises (including any ground lease with respect to the land on which premises are located), and leased Furniture and Equipment and leased Fixtures located thereon in accordance with this Section 4.6 (unless the

Receiver previously repudiated any such lease), and (y) be required to purchase all Fixtures owned by the Failed Bank and located on such premises as of Bank Closing.

(g) **Omitted.**

**4.7 Agreement with Respect to Leased Data Processing Equipment**

(a) The Receiver hereby grants to the Assuming Bank an exclusive option for the period of ninety (90) days commencing the day after Bank Closing to accept an assignment from the Receiver of any or all Data Processing Leases to the extent that such Data Processing Leases can be assigned.

(b) The Assuming Bank shall (i) give written notice to the Receiver within the option period specified in Section 4.7(a) of its intent to accept an assignment or sublease of any or all Data Processing Leases and promptly accept an assignment or sublease of such Data Processing Leases, and (ii) give written notice to the appropriate lessor(s) that it has accepted an assignment or sublease of any such Data Processing Leases.

(c) The Receiver agrees to facilitate the assignment or sublease of Data Processing Leases or the negotiation of new leases or license agreements by the Assuming Bank; provided, that neither the Receiver nor the Corporation shall be obligated to engage in litigation or make payments to the Assuming Bank or to any third party in connection with facilitating any such assumption, assignment, sublease or negotiation.

(d) The Assuming Bank agrees, during its period of use of any property subject to a Data Processing Lease, to pay to the Receiver or to appropriate third parties at the direction of the Receiver all operating costs with respect thereto and to comply with all relevant terms of the applicable Data Processing Leases entered into by the Failed Bank, including without limitation the timely payment of all rent, taxes, fees, charges, utilities, insurance and assessments.

(e) The Assuming Bank shall, not later than fifty (50) days after giving the notice provided in Section 4.7(b), (i) relinquish and release to the Receiver all property subject to the relevant Data Processing Lease, in the same condition as at Bank Closing, normal wear and tear excepted, or (ii) accept an assignment or a sublease thereof or negotiate a new lease or license agreement under this Section 4.7.

**4.8 Agreement with Respect to Certain Existing Agreements.**

With respect to agreements existing as of Bank Closing which provide for the rendering of services by or to the Failed Bank, within one hundred twenty (120) days after Bank Closing, the Assuming Bank shall give the Receiver written notice specifying whether it elects to assume or not to assume each such agreement. Except as may be otherwise provided in this Article IV, the Assuming Bank agrees to comply with the terms of each such agreement for a period commencing on the day after Bank Closing and ending on: (i) in the case of an agreement that provides for the rendering of services by the Failed Bank, the date which is ninety (90) days after Bank Closing, and (ii) in the case of an agreement that provides for the rendering of services to



the Failed Bank, the date which is thirty (30) days after the Assuming Bank has given notice to the Receiver of its election not to assume such agreement; provided, that the Receiver can reasonably make such service agreements available to the Assuming Bank. The Assuming Bank shall be deemed by the Receiver to have assumed agreements for which no notification is timely given. The Receiver agrees to assign, transfer, convey, and deliver to the Assuming Bank all right, title and interest of the Receiver, if any, in and to agreements the Assuming Bank assumes hereunder. In the event the Assuming Bank elects not to accept an assignment of any lease (or sublease) or negotiate a new lease for leased Bank Premises under Section 4.6 and does not otherwise occupy such premises, the provisions of this Section 4.8 shall not apply to service agreements related to such premises. The Assuming Bank agrees, during the period it has the use or benefit of any such agreement, promptly to pay to the Receiver or to appropriate third parties at the direction of the Receiver all operating costs with respect thereto and to comply with all relevant terms of such agreement. This paragraph shall not apply with respect to deposit contracts which are expressly assumed by the Assuming Bank under Section 2.2 of this Agreement.

**4.9 Informational Tax Reporting.** The Assuming Bank agrees to perform all obligations of the Failed Bank with respect to Federal and State income tax informational reporting related to (i) the Assets and the Liabilities Assumed, (ii) deposit accounts that were closed and loans that were paid off or collateral obtained with respect thereto prior to Bank Closing, (iii) miscellaneous payments made to vendors of the Failed Bank, and (iv) any other asset or liability of the Failed Bank, including, without limitation, loans not purchased and Deposits not assumed by the Assuming Bank, as may be required by the Receiver.

Under a private letter ruling (PLR) issued to the FDIC in January of 1988, the Internal Revenue Service will allow the Assuming Bank to report for the Failed Bank transactions under its own TIN for the entire year 2008; there is no need to dual-report for different payors in pre- v. post-closing date periods.

The Assuming Bank agrees to prepare on behalf of the Receiver all required Federal and State compliance and income/franchise tax returns for the Failed Bank and acquired subsidiary entities as of Bank Closing. The returns will be provided to the Receiver within the statutorily required filing timeframe.

**4.10 Insurance.** The Assuming Bank agrees to obtain insurance coverage effective from and after Bank Closing, including public liability, fire and extended coverage insurance acceptable to the Receiver with respect to leased Bank Premises that it occupies, and all leased Furniture and Equipment and Fixtures and leased data processing equipment (including hardware and software) located thereon, in the event such insurance coverage is not already in force and effect with respect to the Assuming Bank as the insured as of Bank Closing. All such insurance shall, where appropriate (as determined by the Receiver), name the Receiver as an additional insured.

**4.11 Office Space for Receiver and Corporation.** For the period commencing on the day following Bank Closing and ending on the one hundred eightieth (180th) day thereafter, the Assuming Bank agrees to provide to the Receiver and the Corporation, without charge, adequate



and suitable office space (including parking facilities and vault space), furniture, equipment (including photocopying and telecopying machines) and utilities (including local telephone service and a dedicated broadband or T-1 internet service) at the Bank Premises occupied by the Assuming Bank for their use in the discharge of their respective functions with respect to the Failed Bank. In the event the Receiver and the Corporation determine that the space provided is inadequate or unsuitable, the Receiver and the Corporation may relocate to other quarters having adequate and suitable space and the costs of relocation and any rental and utility costs for the balance of the period of occupancy by the Receiver and the Corporation shall be borne by the Assuming Bank.

**4.12 Omitted.**

**4.13 Omitted.**

## **ARTICLE V DUTIES WITH RESPECT TO DEPOSITORS OF THE FAILED BANK**

**5.1 Payment of Checks, Drafts and Orders.** Subject to Section 9.5, the Assuming Bank agrees to pay all properly drawn checks, drafts and withdrawal orders of depositors of the Failed Bank presented for payment, whether drawn on the check or draft forms provided by the Failed Bank or by the Assuming Bank, to the extent that the Deposit balances to the credit of the respective makers or drawers assumed by the Assuming Bank under this Agreement are sufficient to permit the payment thereof, and in all other respects to discharge, in the usual course of conducting a banking business, the duties and obligations of the Failed Bank with respect to the Deposit balances due and owing to the depositors of the Failed Bank assumed by the Assuming Bank under this Agreement.

**5.2 Certain Agreements Related to Deposits.** Subject to Section 2.2, the Assuming Bank agrees to honor the terms and conditions of any written escrow or mortgage servicing agreement or other similar agreement relating to a Deposit liability assumed by the Assuming Bank pursuant to this Agreement.

**5.3 Notice to Depositors.**

(a) Within thirty (30) days after Bank Closing, the Assuming Bank shall give (i) notice to depositors of the Failed Bank of its assumption of the Deposit liabilities of the Failed Bank, and (ii) any notice required under Section 2.2, by mailing to each such depositor a notice with respect to such assumption and by advertising in a newspaper of general circulation in the county or counties in which the Failed Bank was located. The Assuming Bank agrees that it will obtain prior approval of all such notices and advertisements from counsel for the Receiver and that such notices and advertisements shall not be mailed or published until such approval is received.

(b) The Assuming Bank shall give notice by mail to depositors of the Failed Bank concerning the procedures to claim their deposits, which notice shall be provided to the

Assuming Bank by the Receiver or the Corporation. Such notice shall be included with the notice to depositors to be mailed by the Assuming Bank pursuant to Section 5.3(a).

(c) If the Assuming Bank proposes to charge fees different from those charged by the Failed Bank before it establishes new deposit account relationships with the depositors of the Failed Bank, the Assuming Bank shall give notice by mail of such changed fees to such depositors.

## **ARTICLE VI RECORDS**

### **6.1 Transfer of Records.**

(a) In accordance with Section 3.1, the Receiver assigns, transfers, conveys and delivers to the Assuming Bank the following Records pertaining to the Deposit liabilities of the Failed Bank assumed by the Assuming Bank under this Agreement, except as provided in Section 6.4:

- (i) signature cards, orders, contracts between the Failed Bank and its depositors and Records of similar character;
- (ii) passbooks of depositors held by the Failed Bank, deposit slips, cancelled checks and withdrawal orders representing charges to accounts of depositors;

and the following Records pertaining to the Assets:

- (iii) records of deposit balances carried with other banks, bankers or trust companies;
- (iv) Loan and collateral records and Credit Files and other documents;
- (v) deeds, mortgages, abstracts, surveys, and other instruments or records of title pertaining to real estate or real estate mortgages;
- (vi) signature cards, agreements and records pertaining to Safe Deposit Boxes, if any; and
- (vii) records pertaining to the credit card business, trust business or safekeeping business of the Failed Bank, if any.

(b) The Receiver, at its option, may assign and transfer to the Assuming Bank by a single blanket assignment or otherwise, as soon as practicable after Bank Closing, any other Records not assigned and transferred to the Assuming Bank as provided in this Agreement, including but not limited to loan disbursement checks, general ledger tickets, official bank checks, proof transactions (including proof tapes) and paid out loan files.

**6.2 Delivery of Assigned Records.** The Receiver shall deliver to the Assuming Bank all Records described in (i) Section 6.1(a) as soon as practicable on or after the date of this Agreement, and (ii) Section 6.1(b) as soon as practicable after making any assignment described therein.

**6.3 Preservation of Records.** The Assuming Bank agrees that it will preserve and maintain for the joint benefit of the Receiver, the Corporation and the Assuming Bank, all Records of which it has custody for such period as either the Receiver or the Corporation in its discretion may require, until directed otherwise, in writing, by the Receiver or Corporation. The Assuming Bank shall have the primary responsibility to respond to subpoenas, discovery requests, and other similar official inquiries with respect to the Records of which it has custody.

**6.4 Access to Records; Copies.** The Assuming Bank agrees to permit the Receiver and the Corporation access to all Records of which the Assuming Bank has custody, and to use, inspect, make extracts from or request copies of any such Records in the manner and to the extent requested, and to duplicate, in the discretion of the Receiver or the Corporation, any Record in the form of microfilm or microfiche pertaining to Deposit account relationships; provided, that in the event that the Failed Bank maintained one or more duplicate copies of such microfilm or microfiche Records, the Assuming Bank hereby assigns, transfers, and conveys to the Corporation one such duplicate copy of each such Record without cost to the Corporation, and agrees to deliver to the Corporation all Records assigned and transferred to the Corporation under this Article VI as soon as practicable on or after the date of this Agreement. The party requesting a copy of any Record shall bear the cost (based on standard accepted industry charges to the extent applicable, as determined by the Receiver) for providing such duplicate Records. A copy of each Record requested shall be provided as soon as practicable by the party having custody thereof.

## **ARTICLE VII BID; INITIAL PAYMENT**

The Assuming Bank has submitted to the Receiver a positive bid of \$1,888,000,000.00 for the Assets purchased and Liabilities Assumed hereunder (the "Bid Amount"). On the Payment Date, the Assuming Bank will pay to the Corporation, or the Corporation will pay to the Assuming Bank, as the case may be, the Initial Payment, together with interest on such amount (if the Payment Date is not the day following the day of Bank Closing) from and including the day following Bank Closing to and including the day preceding the Payment Date at the Settlement Interest Rate.

## **ARTICLE VIII PROFORMA**



The Assuming Bank, as soon as practical after Bank Closing, in accordance with the best information then available, shall provide to the Receiver a Proforma Statement of Condition indicating all assets and liabilities of the Failed Bank as shown on the Failed Bank's books and records as of Bank Closing and reflecting which assets and liabilities are passing to the Assuming Bank and which assets and liabilities are to be retained by the Receiver. In addition, the Assuming Bank is to provide to the Receiver, in a standard data request as defined by the Receiver, an electronic database of all loans, deposits, and subsidiaries and other business combinations owned by the Failed Bank as of Bank Closing. See Schedule 3.1a.

## ARTICLE IX CONTINUING COOPERATION

**9.1 General Matters.** The parties hereto agree that they will, in good faith and with their best efforts, cooperate with each other to carry out the transactions contemplated by this Agreement and to effect the purposes hereof.

**9.2 Additional Title Documents.** The Receiver, the Corporation and the Assuming Bank each agree, at any time, and from time to time, upon the request of any party hereto, to execute and deliver such additional instruments and documents of conveyance as shall be reasonably necessary to vest in the appropriate party its full legal or equitable title in and to the property transferred pursuant to this Agreement or to be transferred in accordance herewith. The Assuming Bank shall prepare such instruments and documents of conveyance (in form and substance satisfactory to the Receiver) as shall be necessary to vest title to the Assets in the Assuming Bank. The Assuming Bank shall be responsible for recording such instruments and documents of conveyance at its own expense.

**9.3 Claims and Suits.**

(a) The Receiver shall have the right, in its discretion, to (i) defend or settle any claim or suit against the Assuming Bank with respect to which the Receiver has indemnified the Assuming Bank in the same manner and to the same extent as provided in Article XII, and (ii) defend or settle any claim or suit against the Assuming Bank with respect to any Liability Assumed, which claim or suit may result in a loss to the Receiver arising out of or related to this Agreement, or which existed against the Failed Bank on or before Bank Closing. The exercise by the Receiver of any rights under this Section 9.3(a) shall not release the Assuming Bank with respect to any of its obligations under this Agreement.

(b) In the event any action at law or in equity shall be instituted by any Person against the Receiver and the Corporation as codefendants with respect to any asset of the Failed Bank retained or acquired pursuant to this Agreement by the Receiver, the Receiver agrees, at the request of the Corporation, to join with the Corporation in a petition to remove the action to the United States District Court for the proper district. The Receiver agrees to institute, with or without joinder of the Corporation as coplaintiff, any action with respect to any such retained or acquired asset or any matter connected therewith whenever notice requiring such action shall be given by the Corporation to the Receiver.

**9.4 Payment of Deposits.** In the event any depositor does not accept the obligation of the Assuming Bank to pay any Deposit liability of the Failed Bank assumed by the Assuming Bank pursuant to this Agreement and asserts a claim against the Receiver for all or any portion of any such Deposit liability, the Assuming Bank agrees on demand to provide to the Receiver funds sufficient to pay such claim in an amount not in excess of the Deposit liability reflected on the books of the Assuming Bank at the time such claim is made. Upon payment by the Assuming Bank to the Receiver of such amount, the Assuming Bank shall be discharged from any further obligation under this Agreement to pay to any such depositor the amount of such Deposit liability paid to the Receiver.

**9.5 Withheld Payments.** At any time, the Receiver or the Corporation may, in its discretion, determine that all or any portion of any deposit balance assumed by the Assuming Bank pursuant to this Agreement does not constitute a "Deposit" (or otherwise, in its discretion, determine that it is the best interest of the Receiver or Corporation to withhold all or any portion of any deposit), and may direct the Assuming Bank to withhold payment of all or any portion of any such deposit balance. Upon such direction, the Assuming Bank agrees to hold such deposit and not to make any payment of such deposit balance to or on behalf of the depositor, or to itself, whether by way of transfer, set-off, or otherwise. The Assuming Bank agrees to maintain the "withheld payment" status of any such deposit balance until directed in writing by the Receiver or the Corporation as to its disposition. At the direction of the Receiver or the Corporation, the Assuming Bank shall return all or any portion of such deposit balance to the Receiver or the Corporation, as appropriate, and thereupon the Assuming Bank shall be discharged from any further liability to such depositor with respect to such returned deposit balance. If such deposit balance has been paid to the depositor prior to a demand for return by the Corporation or the Receiver, and payment of such deposit balance had not been previously withheld pursuant to this Section, the Assuming Bank shall not be obligated to return such deposit balance to the Receiver or the Corporation. The Assuming Bank shall be obligated to reimburse the Corporation or the Receiver, as the case may be, for the amount of any deposit balance or portion thereof paid by the Assuming Bank in contravention of any previous direction to withhold payment of such deposit balance or return such deposit balance the payment of which was withheld pursuant to this Section.

**9.6 Proceedings with Respect to Certain Assets and Liabilities.**

(a) In connection with any investigation, proceeding or other matter with respect to any asset or liability of the Failed Bank retained by the Receiver, or any asset of the Failed Bank acquired by the Receiver pursuant to this Agreement, the Assuming Bank shall cooperate to the extent reasonably required by the Receiver.

(b) In addition to its obligations under Section 6.4, the Assuming Bank shall provide representatives of the Receiver access at reasonable times and locations without other limitation or qualification to (i) its directors, officers, employees and agents and those of the Subsidiaries acquired by the Assuming Bank, and (ii) its books and records, the books and records of such Subsidiaries and all Credit Files, and copies thereof. Copies of books, records and Credit Files

shall be provided by the Assuming Bank as requested by the Receiver and the costs of duplication thereof shall be borne by the Receiver.

(c) Not later than ten (10) days after the Put Notice pursuant to Section 3.4 or the date of the notice of transfer of any Loan by the Assuming Bank to the Receiver pursuant to Section 3.6, the Assuming Bank shall deliver to the Receiver such documents with respect to such Loan as the Receiver may request, including without limitation the following: (i) all related Credit Documents (other than certificates, notices and other ancillary documents), (ii) a certificate setting forth the principal amount on the date of the transfer and the amount of interest, fees and other charges then accrued and unpaid thereon, and any restrictions on transfer to which any such Loan is subject, and (iii) all Credit Files, and all documents, microfiche, microfilm and computer records (including but not limited to magnetic tape, disc storage, card forms and printed copy) maintained by, owned by, or in the possession of the Assuming Bank or any Affiliate of the Assuming Bank relating to the transferred Loan.

**9.7 Information.** The Assuming Bank promptly shall provide to the Corporation such other information, including financial statements and computations, relating to the performance of the provisions of this Agreement as the Corporation or the Receiver may request from time to time, and, at the request of the Receiver, make available employees of the Failed Bank employed or retained by the Assuming Bank to assist in preparation of the pro forma statement pursuant to Section 8.1.

## **ARTICLE X CONDITION PRECEDENT**

The obligations of the parties to this Agreement are subject to the Receiver and the Corporation having received at or before Bank Closing evidence reasonably satisfactory to each of any necessary approval, waiver, or other action by any governmental authority, the board of directors of the Assuming Bank, or other third party, with respect to this Agreement and the transactions contemplated hereby, the closing of the Failed Bank and the appointment of the Receiver, the chartering of the Assuming Bank, and any agreements, documents, matters or proceedings contemplated hereby or thereby.

## **ARTICLE XI REPRESENTATIONS AND WARRANTIES OF THE ASSUMING BANK**

The Assuming Bank represents and warrants to the Corporation and the Receiver as follows:

(a) **Corporate Existence and Authority.** The Assuming Bank (i) is duly organized, validly existing and in good standing under the laws of its Chartering Authority and has full power and authority to own and operate its properties and to conduct its business as now conducted by it, and (ii) has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Assuming Bank has taken all necessary corporate



action to authorize the execution, delivery and performance of this Agreement and the performance of the transactions contemplated hereby.

(b) **Third Party Consents.** No governmental authority or other third party consents (including but not limited to approvals, licenses, registrations or declarations) are required in connection with the execution, delivery or performance by the Assuming Bank of this Agreement, other than such consents as have been duly obtained and are in full force and effect.

(c) **Execution and Enforceability.** This Agreement has been duly executed and delivered by the Assuming Bank and when this Agreement has been duly authorized, executed and delivered by the Corporation and the Receiver, this Agreement will constitute the legal, valid and binding obligation of the Assuming Bank, enforceable in accordance with its terms.

(d) **Compliance with Law.**

(i) Neither the Assuming Bank nor any of its Subsidiaries is in violation of any statute, regulation, order, decision, judgment or decree of, or any restriction imposed by, the United States of America, any State, municipality or other political subdivision or any agency of any of the foregoing, or any court or other tribunal having jurisdiction over the Assuming Bank or any of its Subsidiaries or any assets of any such Person, or any foreign government or agency thereof having such jurisdiction, with respect to the conduct of the business of the Assuming Bank or of any of its Subsidiaries, or the ownership of the properties of the Assuming Bank or any of its Subsidiaries, which, either individually or in the aggregate with all other such violations, would materially and adversely affect the business, operations or condition (financial or otherwise) of the Assuming Bank or the ability of the Assuming Bank to perform, satisfy or observe any obligation or condition under this Agreement.

(ii) Neither the execution and delivery nor the performance by the Assuming Bank of this Agreement will result in any violation by the Assuming Bank of, or be in conflict with, any provision of any applicable law or regulation, or any order, writ or decree of any court or governmental authority.

e) **Representations Remain True.** The Assuming Bank represents and warrants that it has executed and delivered to the Corporation a Purchaser Eligibility Certification and Confidentiality Agreement and that all information provided and representations made by or on behalf of the Assuming Bank in connection with this Agreement and the transactions contemplated hereby, including, but not limited to, the Purchaser Eligibility Certification and Confidentiality Agreement (which are affirmed and ratified hereby) are and remain true and correct in all material respects and do not fail to state any fact required to make the information contained therein not misleading.

## ARTICLE XII INDEMNIFICATION

**12.1 Indemnification of Indemnitees.** From and after Bank Closing and subject to the limitations set forth in this Section and Section 12.6 and compliance by the Indemnitees with Section 12.2, the Receiver agrees to indemnify and hold harmless the Indemnitees against any and all costs, losses, liabilities, expenses (including attorneys' fees) incurred prior to the assumption of defense by the Receiver pursuant to paragraph (d) of Section 12.2, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with claims against any Indemnitee (1) based on liabilities of the Failed Bank that are not assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank for which indemnification is provided hereunder in (a) of this Section 12.1 or (2) described in Section 12.1(a) below subject in each case to certain exclusions as provided in (b) of this Section 12.1:

(a)

(1) claims based on the rights of any shareholder or former shareholder as such of (x) the Failed Bank, or (y) any Subsidiary or Affiliate of the Failed Bank;

(2) claims based on the rights of any creditor as such of the Failed Bank, or any creditor as such of any director, officer, employee or agent of the Failed Bank or any Affiliate of the Failed Bank, with respect to any indebtedness or other obligation of the Failed Bank or any Affiliate of the Failed Bank arising prior to Bank Closing;

(3) claims based on the rights of any present or former director, officer, employee or agent as such of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank;

(4) claims based on any action or inaction prior to Bank Closing of the Failed Bank, its directors, officers, employees or agents as such, or any Subsidiary or Affiliate of the Failed Bank, or the directors, officers, employees or agents as such of such Subsidiary or Affiliate;

(5) claims based on any malfeasance, misfeasance or nonfeasance of the Failed Bank, its directors, officers, employees or agents with respect to the trust business of the Failed Bank, if any;

(6) claims based on any failure or alleged failure (not in violation of law) by the Assuming Bank to continue to perform any service or activity previously performed by the Failed Bank which the Assuming Bank is not required to perform pursuant to this Agreement or which arise under any contract to which the Failed Bank was a party which the Assuming Bank elected not to assume in accordance with this Agreement and which neither the Assuming Bank nor any Subsidiary or Affiliate of the Assuming Bank has assumed subsequent to the execution hereof;

(7) claims arising from any action or inaction of any Indemnitee, including for purposes of this Section 12.1(a)(7) the former officers or employees of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank that is taken upon the specific written direction of the Corporation or the Receiver, other than any action or inaction taken in a manner constituting bad faith, gross negligence or willful misconduct; and



(8) claims based on the rights of any depositor of the Failed Bank whose deposit has been accorded "withheld payment" status and/or returned to the Receiver or Corporation in accordance with Section 9.5 and/or has become an "unclaimed deposit" or has been returned to the Corporation or the Receiver in accordance with Section 2.3;

(9) claims asserted by, or derivatively by any shareholder on behalf of, the Failed Bank's parent company based on the process of bidding, negotiation, execution and consummation of the transactions contemplated by this Agreement, provided that (x) the amount of the indemnification paid or payable pursuant to this clause (9) shall not exceed \$500,000,000, and (y) the indemnification provided by this clause (9) shall cover only those claims specifically enumerated in the FDIC's approval of the transactions contemplated by this Agreement.

(b) provided, that, with respect to this Agreement, except for paragraphs (7), (8) and (9) of Section 12.1(a), no indemnification will be provided under this Agreement for any:

(1) judgment or fine against, or any amount paid in settlement (without the written approval of the Receiver) by, any Indemnatee in connection with any action that seeks damages against any Indemnatee (a "counterclaim") arising with respect to any Asset and based on any action or inaction of either the Failed Bank, its directors, officers, employees or agents as such prior to Bank Closing, unless any such judgment, fine or amount paid in settlement exceeds the greater of (i) the Repurchase Price of such Asset, or (ii) the monetary recovery sought on such Asset by the Assuming Bank in the cause of action from which the counterclaim arises; and in such event the Receiver will provide indemnification only in the amount of such excess; and no indemnification will be provided for any costs or expenses other than any costs or expenses (including attorneys' fees) which, in the determination of the Receiver, have been actually and reasonably incurred by such Indemnatee in connection with the defense of any such counterclaim; and it is expressly agreed that the Receiver reserves the right to intervene, in its discretion, on its behalf and/or on behalf of the Receiver, in the defense of any such counterclaim;

(2) claims with respect to any liability or obligation of the Failed Bank that is expressly assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(3) claims with respect to any liability of the Failed Bank to any present or former employee as such of the Failed Bank or of any Subsidiary or Affiliate of the Failed Bank, which liability is expressly assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(4) claims based on the failure of any Indemnatee to seek recovery of damages from the Receiver for any claims based upon any action or inaction of the Failed Bank, its directors, officers, employees or agents as fiduciary, agent or custodian prior to Bank Closing;

(5) claims based on any violation or alleged violation by any Indemnatee of the antitrust, branching, banking or bank holding company or securities laws of the United States of America or any State thereof;

(6) claims based on the rights of any present or former creditor, customer, or supplier as such of the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank;

(7) claims based on the rights of any present or former shareholder as such of the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank regardless of whether any such present or former shareholder is also a present or former shareholder of the Failed Bank;

(8) claims, if the Receiver determines that the effect of providing such indemnification would be to (i) expand or alter the provisions of any warranty or disclaimer thereof provided in Section 3.3 or any other provision of this Agreement, or (ii) create any warranty not expressly provided under this Agreement;

(9) claims which could have been enforced against any Indemnitee had the Assuming Bank not entered into this Agreement;

(10) claims based on any liability for taxes or fees assessed with respect to the consummation of the transactions contemplated by this Agreement, including without limitation any subsequent transfer of any Assets or Liabilities Assumed to any Subsidiary or Affiliate of the Assuming Bank;

(11) except as expressly provided in this Article XII, claims based on any action or inaction of any Indemnitee, and nothing in this Agreement shall be construed to provide indemnification for (i) the Failed Bank, (ii) any Subsidiary or Affiliate of the Failed Bank, or (iii) any present or former director, officer, employee or agent of the Failed Bank or its Subsidiaries or Affiliates; provided, that the Receiver, in its discretion, may provide indemnification hereunder for any present or former director, officer, employee or agent of the Failed Bank or its Subsidiaries or Affiliates who is also or becomes a director, officer, employee or agent of the Assuming Bank or its Subsidiaries or Affiliates;

(12) claims or actions which constitute a breach by the Assuming Bank of the representations and warranties contained in Article XI;

(13) claims arising out of or relating to the condition of or generated by an Asset arising from or relating to the presence, storage or release of any hazardous or toxic substance, or any pollutant or contaminant, or condition of such Asset which violate any applicable Federal, State or local law or regulation concerning environmental protection;

(14) claims based on, related to or arising from any asset, including a loan, acquired or liability assumed by the Assuming Bank, other than pursuant to this Agreement; and

(15) claims based on, related to or arising from any liability specifically not assumed by the Assuming Bank pursuant to Section 2.5 of this Agreement.

**12.2 Conditions Precedent to Indemnification**. It shall be a condition precedent to the obligation of the Receiver to indemnify any Person pursuant to this Article XII that such

Person shall, with respect to any claim made or threatened against such Person for which such Person is or may be entitled to indemnification hereunder:

- (a) give written notice to the Regional Counsel (Litigation Branch) of the Corporation in the manner and at the address provided in Section 13.7 of such claim as soon as practicable after such claim is made or threatened; provided, that notice must be given on or before the date which is six (6) years from the date of this Agreement;
- (b) provide to the Receiver such information and cooperation with respect to such claim as the Receiver may reasonably require;
- (c) cooperate and take all steps, as the Receiver may reasonably require, to preserve and protect any defense to such claim;
- (d) in the event suit is brought with respect to such claim, upon reasonable prior notice, afford to the Receiver the right, which the Receiver may exercise in its sole discretion, to conduct the investigation, control the defense and effect settlement of such claim, including without limitation the right to designate counsel and to control all negotiations, litigation, arbitration, settlements, compromises and appeals of any such claim, all of which shall be at the expense of the Receiver; provided, that the Receiver shall have notified the Person claiming indemnification in writing that such claim is a claim with respect to which the Person claiming indemnification is entitled to indemnification under this Article XII;
- (e) not incur any costs or expenses in connection with any response or suit with respect to such claim, unless such costs or expenses were incurred upon the written direction of the Receiver; provided, that the Receiver shall not be obligated to reimburse the amount of any such costs or expenses unless such costs or expenses were incurred upon the written direction of the Receiver;
- (f) not release or settle such claim or make any payment or admission with respect thereto, unless the Receiver consents in writing thereto, which consent shall not be unreasonably withheld; provided, that the Receiver shall not be obligated to reimburse the amount of any such settlement or payment unless such settlement or payment was effected upon the written direction of the Receiver; and
- (g) take reasonable action as the Receiver may request in writing as necessary to preserve, protect or enforce the rights of the indemnified Person against any Primary Indemnitor.

**12.3 No Additional Warranty.** Nothing in this Article XII shall be construed or deemed to (i) expand or otherwise alter any warranty or disclaimer thereof provided under Section 3.3 or any other provision of this Agreement with respect to, among other matters, the title, value, collectibility, genuineness, enforceability or condition of any (x) Asset, or (y) asset of the Failed Bank purchased by the Assuming Bank subsequent to the execution of this Agreement by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank, or (ii) create any warranty not expressly provided under this Agreement with respect thereto.



**12.4 Indemnification of Receiver and Corporation.** From and after Bank Closing, the Assuming Bank agrees to indemnify and hold harmless the Corporation and the Receiver and their respective directors, officers, employees and agents from and against any and all costs, losses, liabilities, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any of the following:

(a) claims based on any and all liabilities or obligations of the Failed Bank assumed by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof by the Assuming Bank or any Subsidiary or Affiliate of the Assuming Bank, whether or not any such liabilities subsequently are sold and/or transferred, other than any claim based upon any action or inaction of any Indemnatee as provided in paragraph (7) or (8) of Section 12.1(a); and

(b) claims based on any act or omission of any Indemnatee (including but not limited to claims of any Person claiming any right or title by or through the Assuming Bank with respect to Assets transferred to the Receiver pursuant to Section 3.4 or 3.6), other than any action or inaction of any Indemnatee as provided in paragraph (7) or (8) of Section 12.1(a).

**12.5 Obligations Supplemental.** The obligations of the Receiver, and the Corporation as guarantor in accordance with Section 12.7, to provide indemnification under this Article XII are to supplement any amount payable by any Primary Indemnitor to the Person indemnified under this Article XII. Consistent with that intent, the Receiver agrees only to make payments pursuant to such indemnification to the extent not payable by a Primary Indemnitor. If the aggregate amount of payments by the Receiver, or the Corporation as guarantor in accordance with Section 12.7, and all Primary Indemnitors with respect to any item of indemnification under this Article XII exceeds the amount payable with respect to such item, such Person being indemnified shall notify the Receiver thereof and, upon the request of the Receiver, shall promptly pay to the Receiver, or the Corporation as appropriate, the amount of the Receiver's (or Corporation's) payments to the extent of such excess.

**12.6 Criminal Claims.** Notwithstanding any provision of this Article XII to the contrary, in the event that any Person being indemnified under this Article XII shall become involved in any criminal action, suit or proceeding, whether judicial, administrative or investigative, the Receiver shall have no obligation hereunder to indemnify such Person for liability with respect to any criminal act or to the extent any costs or expenses are attributable to the defense against the allegation of any criminal act, unless (i) the Person is successful on the merits or otherwise in the defense against any such action, suit or proceeding, or (ii) such action, suit or proceeding is terminated without the imposition of liability on such Person.

**12.7 Limited Guaranty of the Corporation.** The Corporation hereby guarantees performance of the Receiver's obligation to indemnify the Assuming Bank as set forth in this Article XII. It is a condition to the Corporation's obligation hereunder that the Assuming Bank shall comply in all respects with the applicable provisions of this Article XII. The Corporation shall be liable hereunder only for such amounts, if any, as the Receiver is obligated to pay under the terms of this Article XII but shall fail to pay. Except as otherwise provided above in this Section 12.7, nothing in this Article XII is intended or shall be construed to create any liability or obligation on the part of the Corporation, the United States of America or any department or

agency thereof under or with respect to this Article XII, or any provision hereof, it being the intention of the parties hereto that the obligations undertaken by the Receiver under this Article XII are the sole and exclusive responsibility of the Receiver and no other Person or entity.

**12.8 Subrogation.** Upon payment by the Receiver, or the Corporation as guarantor in accordance with Section 12.7, to any Indemnatee for any claims indemnified by the Receiver under this Article XII, the Receiver, or the Corporation as appropriate, shall become subrogated to all rights of the Indemnatee against any other Person to the extent of such payment.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Entire Agreement.** This Agreement embodies the entire agreement of the parties hereto in relation to the subject matter herein and supersedes all prior understandings or agreements, oral or written, between the parties.

**13.2 Headings.** The headings and subheadings of the Table of Contents, Articles and Sections contained in this Agreement, except the terms identified for definition in Article I and elsewhere in this Agreement, are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

**13.3 Counterparts.** This Agreement may be executed in any number of counterparts and by the duly authorized representative of a different party hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

**13.4 GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL LAW OF THE UNITED STATES OF AMERICA, AND IN THE ABSENCE OF CONTROLLING FEDERAL LAW, IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE MAIN OFFICE OF THE FAILED BANK IS LOCATED.

**13.5 Successors.** All terms and conditions of this Agreement shall be binding on the successors and assigns of the Receiver, the Corporation and the Assuming Bank. Except as otherwise specifically provided in this Agreement, nothing expressed or referred to in this Agreement is intended or shall be construed to give any Person other than the Receiver, the Corporation and the Assuming Bank any legal or equitable right, remedy or claim under or with respect to this Agreement or any provisions contained herein, it being the intention of the parties hereto that this Agreement, the obligations and statements of responsibilities hereunder, and all other conditions and provisions hereof are for the sole and exclusive benefit of the Receiver, the Corporation and the Assuming Bank and for the benefit of no other Person.

**13.6 Modification; Assignment.** No amendment or other modification, rescission, release, or assignment of any part of this Agreement shall be effective except pursuant to a written agreement subscribed by the duly authorized representatives of the parties hereto.

**13.7 Notice.** Any notice, request, demand, consent, approval or other communication to any party hereto shall be effective when received and shall be given in writing, and delivered in person against receipt therefore, or sent by certified mail, postage prepaid, courier service, telex or facsimile transmission to such party (with copies as indicated below) at its address set forth below or at such other address as it shall hereafter furnish in writing to the other parties. All such notices and other communications shall be deemed given on the date received by the addressee.

**Assuming Bank**

JPMorgan Chase Bank, National Association  
270 Park Avenue  
New York, New York 10017

Attention: Brian A. Bessey

with a copy to: Stephen M. Cutler

**Receiver and Corporation**

Federal Deposit Insurance Corporation,  
Receiver of Washington Mutual Bank, Henderson, Nevada  
1601 Bryan St., Suite 1700  
Dallas, Texas 75201

Attention: Deputy Director (DRR-Field Operations Branch)

with copy to: Regional Counsel (Litigation Branch)

**and with respect to notice under Article XII:**

Federal Deposit Insurance Corporation  
Receiver of Washington Mutual Bank, Henderson, Nevada  
1601 Bryan St., Suite 1700  
Dallas, Texas 75201  
Attention: Regional Counsel (Litigation Branch)

**13.8 Manner of Payment.** All payments due under this Agreement shall be in lawful money of the United States of America in immediately available funds as each party hereto may specify to the other parties; provided, that in the event the Receiver or the Corporation is obligated to make any payment hereunder in the amount of \$25,000.00 or less, such payment may be made by check.



**13.9 Costs, Fees and Expenses.** Except as otherwise specifically provided herein, each party hereto agrees to pay all costs, fees and expenses which it has incurred in connection with or incidental to the matters contained in this Agreement, including without limitation any fees and disbursements to its accountants and counsel; provided, that the Assuming Bank shall pay all fees, costs and expenses (other than attorneys' fees incurred by the Receiver) incurred in connection with the transfer to it of any Assets or Liabilities Assumed hereunder or in accordance herewith.

**13.10 Waiver.** Each of the Receiver, the Corporation and the Assuming Bank may waive its respective rights, powers or privileges under this Agreement; provided, that such waiver shall be in writing; and further provided, that no failure or delay on the part of the Receiver, the Corporation or the Assuming Bank to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege by the Receiver, the Corporation, or the Assuming Bank under this Agreement, nor will any such waiver operate or be construed as a future waiver of such right, power or privilege under this Agreement.

**13.11 Severability.** If any provision of this Agreement is declared invalid or unenforceable, then, to the extent possible, all of the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

**13.12 Term of Agreement.** This Agreement shall continue in full force and effect until the sixth (6th) anniversary of Bank Closing; provided, that the provisions of Section 6.3 and 6.4 shall survive the expiration of the term of this Agreement. Provided, however, the receivership of the Failed Bank may be terminated prior to the expiration of the term of this Agreement; in such event, the guaranty of the Corporation, as provided in and in accordance with the provisions of Section 12.7 shall be in effect for the remainder of the term. Expiration of the term of this Agreement shall not affect any claim or liability of any party with respect to any (i) amount which is owing at the time of such expiration, regardless of when such amount becomes payable, and (ii) breach of this Agreement occurring prior to such expiration, regardless of when such breach is discovered.

**13.13 Survival of Covenants, Etc.** The covenants, representations, and warranties in this Agreement shall survive the execution of this Agreement and the consummation of the transactions contemplated hereunder.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**FEDERAL DEPOSIT INSURANCE CORPORATION,  
RECEIVER OF: WASHINGTON MUTUAL BANK,  
HENDERSON, NEVADA**

BY: \_\_\_\_\_

NAME: Mitchell L. Glassman  
TITLE: Director

Attest:

\_\_\_\_\_

**FEDERAL DEPOSIT INSURANCE CORPORATION**

BY: \_\_\_\_\_

NAME: Mitchell L. Glassman  
TITLE: Director

Attest:

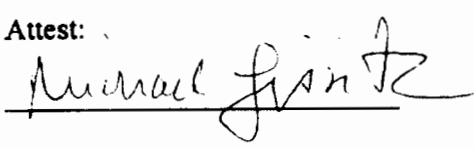
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**JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION**

BY:  \_\_\_\_\_

NAME: Brian A. Bessey  
TITLE: Senior Vice President

Attest:

 \_\_\_\_\_



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**FEDERAL DEPOSIT INSURANCE CORPORATION,  
RECEIVER OF: WASHINGTON MUTUAL BANK,  
HENDERSON, NEVADA**

BY: Mitchell L. Glassman

NAME: Mitchell L. Glassman  
TITLE: Director

Attest:

David L. Gann

**FEDERAL DEPOSIT INSURANCE CORPORATION**

BY: Mitchell L. Glassman

NAME: Mitchell L. Glassman  
TITLE: Director

Attest:

David L. Gann

**JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION**

BY: \_\_\_\_\_

NAME: Brian A. Bessey  
TITLE: Senior Vice President

Attest:

\_\_\_\_\_

**SCHEDULE 2.1 - Certain Liabilities Not Assumed**

1. Preferred stock and litigation pending against the Failed Bank related to liabilities retained by the receiver.
2. Subordinated debt.
3. Senior debt.
4. All employee benefit plans sponsored by the holding company of the Failed Bank except the tax-qualified pension and 401(k) plans and employee medical plan.
5. All management, employment, change-in-control, severance, unfunded deferred compensation and individual consulting agreements or plans (i) between the Failed Bank and its employees or (ii) maintained by the Failed Bank on behalf of its employees.

**SCHEDULE 3.2 - Purchase Price of Assets**

(a)	cash and receivables from depository institutions, including cash items in the process of collection, plus interest thereon:	Book Value
(b)	securities (exclusive of the capital stock of Acquired Subsidiaries), plus interest thereon:	Market Value
(c)	federal funds sold and repurchase agreements, if any, including interest thereon:	Book Value
(d)	Loans:	Book Value
(e)	Other Real Estate:	Book Value
(f)	credit card business, if any, including all outstanding extensions of credit:	Book Value
(g)	Safe Deposit Boxes and related business, safekeeping business and trust business, if any:	Book Value
(h)	Records and other documents:	Book Value
(i)	capital stock of any Acquired Subsidiaries:	Book Value
(j)	amounts owed to the Failed Bank by any Acquired Subsidiary:	Book Value
(k)	assets securing Deposits of public money, to the extent not otherwise purchased hereunder:	Book Value
(l)	Overdrafts of customers:	Book Value



- |     |  |              |
|-----|--|--------------|
| (m) | rights, if any, with respect to Qualified Financial Contracts.   | Market Value |
| (n) | rights of the Failed Bank to provide mortgage servicing for others and to have mortgage servicing provided to the Failed Bank by others and related contracts. | Book Value   |
| (o) | Bank Premises:   | Book Value   |
| (p) | Furniture and Equipment:   | Book Value   |
| (q) | Fixtures:  | Book Value   |

### **SCHEDULE 3.5 - Certain Assets Not Purchased**

- (1) Any Financial Institution Bonds, Banker's Blanket Bonds, surety bonds (except Court bonds required for retained litigation risk), Directors and Officers insurance, Professional Liability insurance, or related premium refund, unearned premium derived from cancellation, or any proceeds payable with respect to any of the foregoing. This shall exclude Commercial General Liability, International Liability, Commercial Automobile, Worker's Compensation, Employer's Liability, Umbrella and Excess Liability, Property, Mortgage Impairment and Mortgage Errors & Omissions, Lender-placed coverage, Private Mortgage Insurance, Boiler & Machinery, Terrorism, Mail, Storage Tank Liability, Marine Liability, Vessel Hull and Vessel Pollution (if marine assets are acquired), Aircraft Liability (if aircraft assets are acquired) insurance policies, proceeds and collateral related to, held or issued with respect to or in connection with any Asset (including Bank staff) acquired by the Assuming Bank under this Agreement, which such policies, proceeds and collateral are acquired Assets.
- (2) any interest, right, action, claim, or judgment against (i) any officer, director, employee, accountant, attorney, or any other Person employed or retained by the Failed Bank or any Subsidiary of the Failed Bank on or prior to Bank Closing arising out of any act or omission of such Person in such capacity, (ii) any underwriter of financial institution bonds, banker's blanket bonds or any other insurance policy of the Failed Bank, (iii) any shareholder or holding company of the Failed Bank, or (iv) any other Person whose action or inaction may be related to any loss (exclusive of any loss resulting from such Person's failure to pay on a Loan made by the Failed Bank) incurred by the Failed Bank; provided, that for the purposes hereof, the acts, omissions or other events giving rise to any such claim shall have occurred on or before Bank Closing, regardless of when any such claim is discovered and regardless of whether any such claim is made with respect to a financial institution bond, banker's blanket bond, or any other insurance policy of the Failed Bank in force as of Bank Closing;
- (3) leased Bank Premises and leased Furniture and Equipment and Fixtures and data processing equipment (including hardware and software) located on leased or owned Bank Premises, if any; provided, that the Assuming Bank does obtain an option under Section 4.6, Section 4.7 or Section 4.8, as the case may be, with respect thereto; and
- (4) any criminal/restitution orders issued in favor of the Failed Bank;

**EXHIBIT 3.2(c) – VALUATION OF CERTAIN  
QUALIFIED FINANCIAL CONTRACTS**

**A. Scope**

Interest Rate Contracts - All interest rate swaps, forward rate agreements, interest rate futures, caps, collars and floors, whether purchased or written.

Option Contracts - All put and call option contracts, whether purchased or written, on marketable securities, financial futures, foreign currencies, foreign exchange or foreign exchange futures contracts.

Foreign Exchange Contracts - All contracts for future purchase or sale of foreign currencies, foreign currency or cross currency swap contracts, or foreign exchange futures contracts.

**B. Exclusions**

All financial contracts used to hedge assets and liabilities that are acquired by the Assuming Bank but are not subject to adjustment from Book Value.

**C. Adjustment**

The difference between the Book Value and market value as of Bank Closing.

**D. Methodology**

1. The price at which the Assuming Bank sells or disposes of Qualified Financial Contracts will be deemed to be the fair market value of such contracts, if such sale or disposition occurs at prevailing market rates within a predefined timetable as agreed upon by the Assuming Bank and the Receiver.
2. In valuing all other Qualified Financial Contracts, the following principles will apply:
  - (i) All known cash flows under swaps or forward exchange contracts shall be present valued to the swap zero coupon interest rate curve.
  - (ii) All valuations shall employ prices and interest rates based on the actual frequency of rate reset or payment.
  - (iii) Each tranche of amortizing contracts shall be separately valued. The total value of such amortizing contract shall be the sum of the values of its component tranches.



- (iv) For regularly traded contracts, valuations shall be at the midpoint of the bid and ask prices quoted by customary sources (e.g., The Wall Street Journal, Telerate, Reuters or other similar source) or regularly traded exchanges.
- (v) For all other Qualified Financial Contracts where published market quotes are unavailable, the adjusted price shall be the average of the bid and ask price quotes from three (3) securities dealers acceptable to the Receiver and Assuming Bank as of Bank Closing. If quotes from securities dealers cannot be obtained, an appraiser acceptable to the Receiver and the Assuming Bank will perform a valuation based on modeling, correlation analysis, interpolation or other techniques, as appropriate.

# EXHIBIT 11



### Account Information

**NAME:** IDA V CANLAS & OPHELLO S CANLAS

**LOAN:** [REDACTED] 0580

**Beginning Principal & Int.:** \$1,820.75

**Beginning Interest Rate:** 5.750%

**Beginning Principal Balance:** \$311,674.25

**Beginning Escrow Balance:** \$0.00

\*\* While the transactions indicated are based on your loan's history, this is not your complete history.  
It has been prepared as a courtesy to you to better understand your account, and contains selected items to assist in that understanding.

Due	Post		Total			Principal		Escrow	Late	Late Charge		Unapplied
Date	Date	Transaction	Payment	Principal	Interest	Balance	Escrow	Balance	Charge	Balance	Unapplied	Balance
	06/15/04	LOAN ACQUIRED	\$0.00			\$311,674.25		\$0.00		\$0.00		\$0.00
	06/16/04	PREDISTRIBUTED PAYMENT	\$1,347.22			\$311,674.25	\$1,347.22	\$1,347.22		\$0.00		\$0.00
08/01/04	08/02/04	PAYMENT	\$2,157.55	\$327.31	\$1,493.44	\$311,346.94	\$336.80	\$1,684.02		\$0.00		\$0.00
09/01/04	09/03/04	PAYMENT	\$2,157.55	\$328.88	\$1,491.87	\$311,018.06	\$336.80	\$2,020.82		\$0.00		\$0.00
10/01/04	10/06/04	PAYMENT	\$2,157.55	\$330.46	\$1,490.29	\$310,687.60	\$336.80	\$2,357.62		\$0.00		\$0.00
	10/06/04	PRINCIPAL PAYMENT	\$100.00	\$100.00		\$310,587.60		\$2,357.62		\$0.00		\$0.00
	10/13/04	COUNTY TAX	(\$1,530.31)			\$310,587.60	(\$1,530.31)	\$827.31		\$0.00		\$0.00
11/01/04	11/05/04	PAYMENT	\$2,157.55	\$332.52	\$1,488.23	\$310,255.08	\$336.80	\$1,164.11		\$0.00		\$0.00
12/01/04	12/07/04	PAYMENT	\$2,157.55	\$334.11	\$1,486.64	\$309,920.97	\$336.80	\$1,500.91		\$0.00		\$0.00
01/01/05	01/07/05	PAYMENT	\$2,157.55	\$335.71	\$1,485.04	\$309,585.26	\$336.80	\$1,837.71		\$0.00		\$0.00
02/01/05	02/08/05	PAYMENT	\$2,157.55	\$337.32	\$1,483.43	\$309,247.94	\$336.80	\$2,174.51		\$0.00		\$0.00
03/01/05	03/07/05	PAYMENT	\$2,157.55	\$338.94	\$1,481.81	\$308,909.00	\$336.80	\$2,511.31		\$0.00		\$0.00
	04/06/05	COUNTY TAX	(\$1,662.26)			\$308,909.00	(\$1,662.26)	\$849.05		\$0.00		\$0.00
04/01/05	04/08/05	PAYMENT	\$2,157.55	\$340.56	\$1,480.19	\$308,568.44	\$336.80	\$1,185.85		\$0.00		\$0.00
	05/03/05	HOMEOWNERS INSURANCE	(\$1,057.00)			\$308,568.44	(\$1,057.00)	\$128.85		\$0.00		\$0.00
05/01/05	05/06/05	PAYMENT	\$2,157.55	\$342.19	\$1,478.56	\$308,226.25	\$336.80	\$465.65		\$0.00		\$0.00
06/01/05	06/07/05	PAYMENT	\$2,157.55	\$343.83	\$1,476.92	\$307,882.42	\$336.80	\$802.45		\$0.00		\$0.00
07/01/05	07/08/05	PAYMENT	\$2,210.29	\$345.48	\$1,475.27	\$307,536.94	\$389.54	\$1,191.99		\$0.00		\$0.00
08/01/05	08/08/05	PAYMENT	\$2,210.29	\$347.14	\$1,473.61	\$307,189.80	\$389.54	\$1,581.53		\$0.00		\$0.00
09/01/05	09/08/05	PAYMENT	\$2,210.29	\$348.80	\$1,471.95	\$306,841.00	\$389.54	\$1,971.07		\$0.00		\$0.00
10/01/05	10/07/05	PAYMENT	\$2,204.18	\$350.47	\$1,470.28	\$306,490.53	\$383.43	\$2,354.50		\$0.00		\$0.00
	10/07/05	COUNTY TAX	(\$1,662.26)			\$306,490.53	(\$1,662.26)	\$692.24		\$0.00		\$0.00
11/01/05	11/08/05	PAYMENT	\$2,204.18	\$352.15	\$1,468.60	\$306,138.38	\$383.43	\$1,075.67		\$0.00		\$0.00
12/01/05	12/08/05	PAYMENT	\$2,204.18	\$353.84	\$1,466.91	\$305,784.54	\$383.43	\$1,459.10		\$0.00		\$0.00
01/01/06	01/09/06	PAYMENT	\$2,204.18	\$355.53	\$1,465.22	\$305,429.01	\$383.43	\$1,842.53		\$0.00		\$0.00
02/01/06	02/08/06	PAYMENT	\$2,204.18	\$357.24	\$1,463.51	\$305,071.77	\$383.43	\$2,225.96		\$0.00		\$0.00
03/01/06	03/09/06	PAYMENT	\$2,204.18	\$358.95	\$1,461.80	\$304,712.82	\$383.43	\$2,609.39		\$0.00		\$0.00
	04/06/06	COUNTY TAX	(\$1,691.50)			\$304,712.82	(\$1,691.50)	\$917.89		\$0.00		\$0.00
04/01/06	04/11/06	PAYMENT	\$2,204.18	\$360.67	\$1,460.08	\$304,352.15	\$383.43	\$1,301.32		\$0.00		\$0.00
	05/02/06	HOMEOWNERS INSURANCE	(\$1,108.00)			\$304,352.15	(\$1,108.00)	\$193.32		\$0.00		\$0.00



Due	Post	Transaction	Total	Principal	Interest	Principal	Escrow	Escrow	Late	Late Charge	Unapplied	Unapplied
Date	Date	Transaction	Payment	Principal	Interest	Balance	Escrow	Balance	Charge	Balance	Unapplied	Balance
05/01/06	05/04/06	PAYMENT	\$2,204.18	\$362.40	\$1,458.35	\$303,989.75	\$383.43	\$576.75		\$0.00		\$0.00
06/01/06	06/09/06	PAYMENT	\$2,204.18	\$364.13	\$1,456.62	\$303,625.62	\$383.43	\$960.18		\$0.00		\$0.00
07/01/06	07/11/06	PAYMENT	\$2,204.18	\$365.88	\$1,454.87	\$303,259.74	\$383.43	\$1,343.61		\$0.00		\$0.00
08/01/06	08/11/06	PAYMENT	\$2,204.18	\$367.63	\$1,453.12	\$302,892.11	\$383.43	\$1,727.04		\$0.00		\$0.00
09/01/06	09/12/06	PAYMENT	\$2,204.18	\$369.39	\$1,451.36	\$302,522.72	\$383.43	\$2,110.47		\$0.00		\$0.00
	10/04/06	COUNTY TAX	(\$1,691.49)			\$302,522.72	(\$1,691.49)	\$418.98		\$0.00		\$0.00
10/01/06	10/12/06	PAYMENT	\$2,206.25	\$371.16	\$1,449.59	\$302,151.56	\$385.50	\$804.48		\$0.00		\$0.00
11/01/06	11/14/06	PAYMENT	\$2,206.25	\$372.94	\$1,447.81	\$301,778.62	\$385.50	\$1,189.98		\$0.00		\$0.00
12/01/06	12/14/06	PAYMENT	\$2,206.25	\$374.73	\$1,446.02	\$301,403.89	\$385.50	\$1,575.48		\$0.00		\$0.00
01/01/07	01/15/07	PAYMENT	\$2,206.25	\$376.52	\$1,444.23	\$301,027.37	\$385.50	\$1,960.98		\$0.00		\$0.00
02/01/07	02/07/07	PAYMENT	\$2,206.25	\$378.33	\$1,442.42	\$300,649.04	\$385.50	\$2,346.48		\$0.00		\$0.00
	02/07/07	ESCROW PAID	\$135.03			\$300,649.04	\$135.03	\$2,481.51		\$0.00		\$0.00
03/01/07	03/12/07	PAYMENT	\$2,195.00	\$380.14	\$1,440.61	\$300,268.90	\$374.25	\$2,855.76		\$0.00		\$0.00
	04/10/07	COUNTY TAX	(\$1,677.47)			\$300,268.90	(\$1,677.47)	\$1,178.29		\$0.00		\$0.00
04/01/07	04/12/07	PAYMENT	\$2,195.00	\$381.96	\$1,438.79	\$299,886.94	\$374.25	\$1,552.54		\$0.00		\$0.00
	05/01/07	HOMEOWNERS INSURANCE	(\$712.00)			\$299,886.94	(\$712.00)	\$840.54		\$0.00		\$0.00
05/01/07	05/14/07	PAYMENT	\$2,195.00	\$383.79	\$1,436.96	\$299,503.15	\$374.25	\$1,214.79		\$0.00		\$0.00
06/01/07	06/14/07	PAYMENT	\$2,195.00	\$385.63	\$1,435.12	\$299,117.52	\$374.25	\$1,589.04		\$0.00		\$0.00
07/01/07	07/12/07	PAYMENT	\$2,195.00	\$387.48	\$1,433.27	\$298,730.04	\$374.25	\$1,963.29		\$0.00		\$0.00
08/01/07	08/14/07	PAYMENT	\$2,195.00	\$389.34	\$1,431.41	\$298,340.70	\$374.25	\$2,337.54		\$0.00		\$0.00
	08/18/07	ESCROW REFUND	(\$678.31)			\$298,340.70	(\$678.31)	\$1,659.23		\$0.00		\$0.00
09/01/07	09/12/07	PAYMENT	\$2,195.00	\$391.20	\$1,429.55	\$297,949.50	\$374.25	\$2,033.48		\$0.00		\$0.00
	10/08/07	COUNTY TAX	(\$1,677.47)			\$297,949.50	(\$1,677.47)	\$356.01		\$0.00		\$0.00
10/01/07	10/11/07	PAYMENT	\$2,159.66	\$393.08	\$1,427.67	\$297,556.42	\$338.91	\$694.92		\$0.00		\$0.00
11/01/07	11/13/07	PAYMENT	\$2,159.66	\$394.96	\$1,425.79	\$297,161.46	\$338.91	\$1,033.83		\$0.00		\$0.00
12/01/07	12/07/07	PAYMENT	\$2,159.66	\$396.85	\$1,423.90	\$296,764.61	\$338.91	\$1,372.74		\$0.00		\$0.00
01/01/08	01/14/08	PAYMENT	\$2,159.66	\$398.75	\$1,422.00	\$296,365.86	\$338.91	\$1,711.65		\$0.00		\$0.00
02/01/08	02/07/08	PAYMENT	\$2,159.66	\$400.66	\$1,420.09	\$295,965.20	\$338.91	\$2,050.56		\$0.00		\$0.00
03/01/08	03/14/08	PAYMENT	\$2,159.66	\$402.58	\$1,418.17	\$295,562.62	\$338.91	\$2,389.47		\$0.00		\$0.00
	04/07/08	COUNTY TAX	(\$1,766.51)			\$295,562.62	(\$1,766.51)	\$622.96		\$0.00		\$0.00
04/01/08	04/14/08	PAYMENT	\$2,159.66	\$404.51	\$1,416.24	\$295,158.11	\$338.91	\$961.87		\$0.00		\$0.00
	05/01/08	HOMEOWNERS INSURANCE	(\$746.00)			\$295,158.11	(\$746.00)	\$215.87		\$0.00		\$0.00
05/01/08	05/07/08	PAYMENT	\$2,159.66	\$406.45	\$1,414.30	\$294,751.66	\$338.91	\$554.78		\$0.00		\$0.00
06/01/08	06/12/08	PAYMENT	\$2,159.66	\$408.40	\$1,412.35	\$294,343.26	\$338.91	\$893.69		\$0.00		\$0.00
07/01/08	07/15/08	PAYMENT	\$2,159.66	\$410.36	\$1,410.39	\$293,932.90	\$338.91	\$1,232.60		\$0.00		\$0.00
	08/18/08	LATE CHARGE ASSESSED	(\$91.04)			\$293,932.90		\$1,232.60	\$91.04	\$91.04		\$0.00
08/01/08	08/20/08	PAYMENT	\$2,159.66	\$412.32	\$1,408.43	\$293,520.58	\$338.91	\$1,571.51		\$91.04		\$0.00
09/01/08	09/15/08	PAYMENT	\$2,159.66	\$414.30	\$1,406.45	\$293,106.28	\$338.91	\$1,910.42		\$91.04		\$0.00
	10/08/08	COUNTY TAX	(\$1,766.50)			\$293,106.28	(\$1,766.50)	\$143.92		\$91.04		\$0.00
10/01/08	10/15/08	PAYMENT	\$2,196.43	\$416.28	\$1,404.47	\$292,690.00	\$375.68	\$519.60		\$91.04		\$0.00
	10/15/08	PRINCIPAL PAYMENT	\$91.04	\$91.04		\$292,598.96		\$519.60		\$91.04		\$0.00
11/01/08	11/14/08	PAYMENT	\$2,196.43	\$418.71	\$1,402.04	\$292,180.25	\$375.68	\$895.28		\$91.04		\$0.00
12/01/08	12/15/08	PAYMENT	\$2,196.43	\$420.72	\$1,400.03	\$291,759.53	\$375.68	\$1,270.96		\$91.04		\$0.00

Due	Post	Transaction	Total	Principal	Interest	Principal	Escrow	Escrow	Late	Late Charge	Unapplied	Unapplied
Date	Date	Transaction	Payment	Principal	Interest	Balance	Escrow	Balance	Charge	Balance	Unapplied	Balance
01/01/09	01/14/09	PAYMENT	\$2,196.43	\$422.74	\$1,398.01	\$291,336.79	\$375.68	\$1,646.64		\$91.04		\$0.00
02/01/09	02/13/09	PAYMENT	\$2,196.43	\$424.76	\$1,395.99	\$290,912.03	\$375.68	\$2,022.32		\$91.04		\$0.00
03/01/09	03/13/09	PAYMENT	\$2,196.43	\$426.80	\$1,393.95	\$290,485.23	\$375.68	\$2,398.00		\$91.04		\$0.00
	04/04/09	COUNTY TAX	(\$1,782.74)			\$290,485.23	(\$1,782.74)	\$615.26		\$91.04		\$0.00
04/01/09	04/15/09	PAYMENT	\$2,287.47	\$428.84	\$1,391.91	\$290,056.39	\$375.68	\$990.94	(\$91.04)	\$0.00		\$0.00
	05/01/09	FIRE/HOMEOWNER	(\$789.00)			\$290,056.39	(\$789.00)	\$201.94		\$0.00		\$0.00
05/01/09	05/15/09	PAYMENT	\$2,159.66	\$430.90	\$1,389.85	\$289,625.49	\$338.91	\$540.85		\$0.00		\$0.00
	06/16/09	LATE CHARGE ASSESSED	(\$91.04)			\$289,625.49		\$540.85	\$91.04	\$91.04		\$0.00
06/01/09	06/19/09	PAYMENT	\$2,196.43	\$432.96	\$1,387.79	\$289,192.53	\$375.68	\$916.53		\$91.04		\$0.00
	07/16/09	LATE CHARGE ASSESSED	(\$91.04)			\$289,192.53		\$916.53	\$91.04	\$182.08		\$0.00
	08/17/09	LATE CHARGE ASSESSED	(\$91.04)			\$289,192.53		\$916.53	\$91.04	\$273.12		\$0.00
07/01/09	08/20/09	PAYMENT	\$2,213.57	\$435.04	\$1,385.71	\$288,757.49	\$375.68	\$1,292.21	(\$17.14)	\$255.98		\$0.00
08/01/09	08/20/09	PAYMENT	\$2,196.43	\$437.12	\$1,383.63	\$288,320.37	\$375.68	\$1,667.89		\$255.98		\$0.00
	09/16/09	LATE CHARGE ASSESSED	(\$91.04)			\$288,320.37		\$1,667.89	\$91.04	\$347.02		\$0.00
	10/01/09	COUNTY TAX	(\$1,782.74)			\$288,320.37	(\$1,782.74)	(\$114.85)		\$347.02		\$0.00
	10/16/09	LATE CHARGE ASSESSED	(\$91.04)			\$288,320.37		(\$114.85)	\$91.04	\$438.06		\$0.00
	11/16/09	LATE CHARGE ASSESSED	(\$91.04)			\$288,320.37		(\$114.85)	\$91.04	\$529.10		\$0.00
	12/16/09	LATE CHARGE ASSESSED	(\$91.04)			\$288,320.37		(\$114.85)	\$91.04	\$620.14		\$0.00
	01/19/10	LATE CHARGE ASSESSED	(\$91.04)			\$288,320.37		(\$114.85)	\$91.04	\$711.18		\$0.00
	02/16/10	LATE CHARGE ASSESSED	(\$91.04)			\$288,320.37		(\$114.85)	\$91.04	\$802.22		\$0.00
	03/16/10	LATE CHARGE ASSESSED	(\$91.04)			\$288,320.37		(\$114.85)	\$91.04	\$893.26		\$0.00
	04/07/10	COUNTY TAX	(\$1,678.15)			\$288,320.37	(\$1,678.15)	(\$1,793.00)		\$893.26		\$0.00
	04/16/10	LATE CHARGE ASSESSED	(\$91.04)			\$288,320.37		(\$1,793.00)	\$91.04	\$984.30		\$0.00
09/01/09	04/19/10	PAYMENT	\$2,196.43	\$439.21	\$1,381.54	\$287,881.16	\$375.68	(\$1,417.32)		\$984.30		\$0.00
	05/03/10	FIRE/HOMEOWNER	(\$839.00)			\$287,881.16	(\$839.00)	(\$2,256.32)		\$984.30		\$0.00
	09/24/10	COUNTY TAX	(\$1,678.14)			\$287,881.16	(\$1,678.14)	(\$3,934.46)		\$984.30		\$0.00
	03/29/11	COUNTY TAX	(\$1,860.01)			\$287,881.16	(\$1,860.01)	(\$5,794.47)		\$984.30		\$0.00
	05/04/11	FIRE/HOMEOWNER	(\$848.00)			\$287,881.16	(\$848.00)	(\$6,642.47)		\$984.30		\$0.00
	09/23/11	COUNTY TAX	(\$1,860.01)			\$287,881.16	(\$1,860.01)	(\$8,502.48)		\$984.30		\$0.00
	03/27/12	COUNTY TAX	(\$1,856.02)			\$287,881.16	(\$1,856.02)	(\$10,358.50)		\$984.30		\$0.00
	05/01/12	HOMEOWNERS INSURANCE	(\$941.00)			\$287,881.16	(\$941.00)	(\$11,299.50)		\$984.30		\$0.00
	06/29/12	LATE CHARGE WAIVED	\$984.30			\$287,881.16		(\$11,299.50)	(\$984.30)	\$0.00		\$0.00
	10/02/12	COUNTY TAX	(\$1,856.01)			\$287,881.16	(\$1,856.01)	(\$13,155.51)		\$0.00		\$0.00
	03/26/13	COUNTY TAX	(\$1,765.41)			\$287,881.16	(\$1,765.41)	(\$14,920.92)		\$0.00		\$0.00
	05/01/13	HOMEOWNERS INSURANCE	(\$955.00)			\$287,881.16	(\$955.00)	(\$15,875.92)		\$0.00		\$0.00
	10/03/13	COUNTY TAX	(\$1,765.41)			\$287,881.16	(\$1,765.41)	(\$17,641.33)		\$0.00		\$0.00
	03/25/14	COUNTY TAX	(\$1,942.70)			\$287,881.16	(\$1,942.70)	(\$19,584.03)		\$0.00		\$0.00
	05/01/14	HOMEOWNERS INSURANCE	(\$972.00)			\$287,881.16	(\$972.00)	(\$20,556.03)		\$0.00		\$0.00
	09/30/14	COUNTY TAX	(\$1,942.70)			\$287,881.16	(\$1,942.70)	(\$22,498.73)		\$0.00		\$0.00
	03/26/15	COUNTY TAX	(\$1,939.21)			\$287,881.16	(\$1,939.21)	(\$24,437.94)		\$0.00		\$0.00
	05/01/15	HOMEOWNERS INSURANCE	(\$992.00)			\$287,881.16	(\$992.00)	(\$25,429.94)		\$0.00		\$0.00
	10/06/15	COUNTY TAX	(\$1,939.20)			\$287,881.16	(\$1,939.20)	(\$27,369.14)		\$0.00		\$0.00
	04/06/16	COUNTY TAX	(\$2,245.96)			\$287,881.16	(\$2,245.96)	(\$29,615.10)		\$0.00		\$0.00

Due	Post		Total	Principal	Interest	Principal	Escrow	Escrow	Late	Late Charge		Unapplied
Date	Date	Transaction	Payment	Principal	Interest	Balance	Escrow	Balance	Charge	Balance	Unapplied	Balance
	05/02/16	HOMEOWNERS INSURANCE	(\$992.00)			\$287,881.16	(\$992.00)	(\$30,607.10)		\$0.00		\$0.00
	10/06/16	COUNTY TAX	(\$2,245.95)			\$287,881.16	(\$2,245.95)	(\$32,853.05)		\$0.00		\$0.00
	04/13/17	COUNTY TAX	(\$2,413.11)			\$287,881.16	(\$2,413.11)	(\$35,266.16)		\$0.00		\$0.00
	05/01/17	HOMEOWNERS INSURANCE	(\$1,016.00)			\$287,881.16	(\$1,016.00)	(\$36,282.16)		\$0.00		\$0.00

# EXHIBIT 12



1I1561-77R

## LOAN INFORMATION REPORT

AS OF DATE 03/21/17

PAGE 1

PRIMARY BORROWER: IDA CANLAS  
 SECONDARY BORROWER: OPHELLO CANLAS  
 LOAN NUMBER: 0580

\*\*\*\*\*

---PROPERTY ADDRESS----- --MAILING ADDRESS-----  
 10006 LINDEN AVENUE NORTH 12345 LAKE CITY WAY NE #202  
 C/O FREEL SPARKS LAW FIRM PLLC

SEATTLE, WA 98133-0000

SEATTLE, WA 98125-0000

\*\*\*\*\*

## -----FIRST MORTGAGE LOAN TERMS-----

ORIGINATION DATE: 05/24/2004 OCCUPANCY: Original owner occupied  
 LOAN PURPOSE: Refinance - equity takeout  
 ORIGINATION LOAN AMT: 312,000.00 TYPE OF LOAN: Conventional without PMI  
 INTEREST RATE: 5.75000% INVESTOR: MUFU UNION BANK, N.A.  
 TERM: 360 LOAN ACQUIRED: 06/15/2004  
 UNPAID PRINCIPAL BAL: 287,881.16 ASSUMPTION DATE:  
 MATURITY DATE: 06/2034  
 LATE CHARGE AMT: 91.04  
 LIEN TYPE: First Mortgage  
 OWNER/ASSIGNEE:MUFU UNION BANK, N.A.  
 MILITARY STATUS:

\*\*\*\*\*

## -----SECOND MORTGAGE LOAN-----

SECTION NOT APPLICABLE TO BORROWER

\*\*\*\*\*

## -----PRODUCT AND PAYMENT INFORMATION-----

DUE DATE: 10/01/2009 LOAN PRODUCT INFORMATION:  
 SCHEDULED PMT AMOUNT: 2,194.76 INTEREST ONLY: N  
 PRINCIPAL AND INTEREST: 1,820.75 PREPAYMENT PENALTY: N  
 ESCROW: 374.01 AUTO DRAFT: N  
 OPTIONAL PRODUCTS: 0.00 PAYMENT FREQUENCY: Monthly  
 SUBSIDY: 0.00 CHASE EXCLUSIVE ENROLLED: N  
 HUD PART: 0.00  
 MISC AMOUNT: 0.00

\*\*\*\*\*

## -----ESCROW INFORMATION-----

ESCROW ITEM	PAY TO	NEXT DUE DATE	NEXT ANTICIPATED DISB
COUNTY TAX	KING COUNTY	APRIL 2017	2,245.95
HAZARD INSURANCE	ALLSTATE	MAY 2017	992.00

\*\*\*\*\*

## -----ARM INFORMATION-----

SECTION NOT APPLICABLE TO BORROWER

\*\*\*\*\*

1I1561-77R

## LOAN INFORMATION REPORT

AS OF DATE 03/21/17

PAGE 2

PRIMARY BORROWER: IDA CANLAS

SECONDARY BORROWER: OPHELLO CANLAS

LOAN NUMBER: 0580

\*\*\*\*\*

## -----ADDITIONAL BORROWERS-----

FIRST NAME LAST NAME FIRST NAME LAST NAME

SECTION NOT APPLICABLE TO BORROWER

\*\*\*\*\*

## ---LOSS MITIGATION----- --SINGLE POINT OF CONTACT-----

SECTION NOT APPLICABLE TO BORROWER

\*\*\*\*\*

## -----DELINQUENCY INFORMATION-----

NUMBER OF DAYS PAST DUE: 2728 BANKRUPTCY FILED:

FORECLOSURE: BANKRUPTCY TYPE:

SALE DATE SCHEDULED: BANKRUPTCY STATUS:

\*\*\*\*\*

## -----CREDIT REPORTING HISTORY-----

DATE REPORTED PAYMENT DUE STATUS REPORTED

03/06/2017 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

02/06/2017 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

01/05/2017 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

12/05/2016 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

11/05/2016 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

10/05/2016 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

09/05/2016 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

08/05/2016 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

07/05/2016 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

06/06/2016 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

05/05/2016 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

04/05/2016 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

03/05/2016 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

02/05/2016 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

01/05/2016 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

12/05/2015 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

11/05/2015 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

10/05/2015 10/01/2009 84-180 DAYS

SC:BO-FCL STARTED

1I1561-77R

## LOAN INFORMATION REPORT

AS OF DATE 03/21/17

PAGE 3

PRIMARY BORROWER: IDA CANLAS

SECONDARY BORROWER: OPHELLO CANLAS

LOAN NUMBER: 0580

\*\*\*\*\*

## -----CREDIT REPORTING HISTORY-----

DATE REPORTED	PAYMENT DUE	STATUS REPORTED
09/05/2015	10/01/2009	84-180 DAYS

SC:BO-FCL STARTED

08/05/2015	10/01/2009	84-180 DAYS
------------	------------	-------------

SC:BO-FCL STARTED

07/01/2015	10/01/2009	84-180 DAYS
------------	------------	-------------

SC:BO-FCL STARTED

06/01/2015	10/01/2009	84-180 DAYS
------------	------------	-------------

SC:BO-FCL STARTED

05/01/2015	10/01/2009	84-180 DAYS
------------	------------	-------------

SC:BO-FCL STARTED

04/01/2015	10/01/2009	84-180 DAYS
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SC:BO-FCL STARTED

\*\*\*\*\*

# EXHIBIT 13



B1 (Official Form 1)(1/08)

<b>United States Bankruptcy Court</b> <b>Western District of Washington</b>				<b>Voluntary Petition</b>	
Name of Debtor (if individual, enter Last, First, Middle): <b>Canlas, Ophello Simpao</b>			Name of Joint Debtor (Spouse) (Last, First, Middle): <b>Canlas, Ida Villa-Ignacio</b>		
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): <b>AKA Opel Canlas</b>			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):		
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) <div style="background-color: black; width: 100px; height: 15px;"></div>			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) <div style="background-color: black; width: 100px; height: 15px;"></div>		
Street Address of Debtor (No. and Street, City, and State): <b>10006 Linden Ave N</b> <b>Seattle, WA</b> <div style="text-align: right; font-size: small;">ZIP Code <b>98133</b></div>			Street Address of Joint Debtor (No. and Street, City, and State): <b>10006 Linden Ave N</b> <b>Seattle, WA</b> <div style="text-align: right; font-size: small;">ZIP Code <b>98133</b></div>		
County of Residence or of the Principal Place of Business: <b>King</b>			County of Residence or of the Principal Place of Business: <b>King</b>		
Mailing Address of Debtor (if different from street address): <div style="text-align: right; font-size: small;">ZIP Code</div>			Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right; font-size: small;">ZIP Code</div>		
Location of Principal Assets of Business Debtor (if different from street address above):					
<b>Type of Debtor</b> (Form of Organization) (Check one box)  <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)		<b>Nature of Business</b> (Check one box)  <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other  <b>Tax-Exempt Entity</b> (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box)  <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13  <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding  <b>Nature of Debts</b> (Check one box)  <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.	
<b>Filing Fee</b> (Check one box)  <input type="checkbox"/> Full Filing Fee attached <input checked="" type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.			<b>Chapter 11 Debtors</b> Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).		
<b>Statistical/Administrative Information</b> <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.					THIS SPACE IS FOR COURT USE ONLY
<b>Estimated Number of Creditors</b> <div style="display: flex; justify-content: space-between; font-size: small;"> <div><input checked="" type="checkbox"/> 1-49</div> <div><input type="checkbox"/> 50-99</div> <div><input type="checkbox"/> 100-199</div> <div><input type="checkbox"/> 200-999</div> <div><input type="checkbox"/> 1,000-5,000</div> <div><input type="checkbox"/> 5,001-10,000</div> <div><input type="checkbox"/> 10,001-25,000</div> <div><input type="checkbox"/> 25,001-50,000</div> <div><input type="checkbox"/> 50,001-100,000</div> <div><input type="checkbox"/> OVER 100,000</div> </div>					
<b>Estimated Assets</b> <div style="display: flex; justify-content: space-between; font-size: small;"> <div><input type="checkbox"/> \$0 to \$50,000</div> <div><input type="checkbox"/> \$50,001 to \$100,000</div> <div><input type="checkbox"/> \$100,001 to \$500,000</div> <div><input checked="" type="checkbox"/> \$500,001 to \$1 million</div> <div><input type="checkbox"/> \$1,000,001 to \$10 million</div> <div><input type="checkbox"/> \$10,000,001 to \$50 million</div> <div><input type="checkbox"/> \$50,000,001 to \$100 million</div> <div><input type="checkbox"/> \$100,000,001 to \$500 million</div> <div><input type="checkbox"/> \$500,000,001 to \$1 billion</div> <div><input type="checkbox"/> More than \$1 billion</div> </div>					
<b>Estimated Liabilities</b> <div style="display: flex; justify-content: space-between; font-size: small;"> <div><input type="checkbox"/> \$0 to \$50,000</div> <div><input type="checkbox"/> \$50,001 to \$100,000</div> <div><input type="checkbox"/> \$100,001 to \$500,000</div> <div><input checked="" type="checkbox"/> \$500,001 to \$1 million</div> <div><input type="checkbox"/> \$1,000,001 to \$10 million</div> <div><input type="checkbox"/> \$10,000,001 to \$50 million</div> <div><input type="checkbox"/> \$50,000,001 to \$100 million</div> <div><input type="checkbox"/> \$100,000,001 to \$500 million</div> <div><input type="checkbox"/> \$500,000,001 to \$1 billion</div> <div><input type="checkbox"/> More than \$1 billion</div> </div>					

<b>Voluntary Petition</b> <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): <b>Canlas, Ophello Simpao</b> <b>Canlas, Ida Villa-Ignacio</b>	
<b>All Prior Bankruptcy Cases Filed Within Last 8 Years</b> (If more than two, attach additional sheet)			
Location Where Filed: <b>- None -</b>	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
<b>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor</b> (If more than one, attach additional sheet)			
Name of Debtor: <b>- None -</b>	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
<b>Exhibit A</b>  (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)  <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		<b>Exhibit B</b> (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).  <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> <b>/s/ Donald T. Tesch</b>            Signature of Attorney for Debtor(s)  <b>Donald T. Tesch</b> </div> <div style="text-align: right;"> <b>August 18, 2009</b>            (Date)         </div> </div>	
<b>Exhibit C</b>			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
<b>Exhibit D</b>			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) <input checked="" type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input checked="" type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
<b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b> (Check all applicable boxes)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)  <div style="margin-left: 40px;">           _____            (Name of landlord that obtained judgment)         </div>  <div style="margin-left: 40px;">           _____            (Address of landlord)         </div>			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and <input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. <input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

**Voluntary Petition**

(This page must be completed and filed in every case)

Name of Debtor(s):

**Canlas, Ophello Simpao**  
**Canlas, Ida Villa-Ignacio****Signatures****Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X /s/ Ophello Simpao Canlas**Signature of Debtor **Ophello Simpao Canlas****X /s/ Ida Villa-Ignacio Canlas**Signature of Joint Debtor **Ida Villa-Ignacio Canlas**

Telephone Number (If not represented by attorney)

**August 18, 2009**

Date

**Signature of Attorney\*****X /s/ Donald T. Tesch**

Signature of Attorney for Debtor(s)

**Donald T. Tesch 9432**

Printed Name of Attorney for Debtor(s)

**Donald T. Tesch, P.S.**

Firm Name

**320 Dayton, Ste. 101**  
**Edmonds, WA 98020**

Address

Email: **dt@edmondslaw.com****425-771-8230 Fax: 425-670-1311**

Telephone Number

**August 18, 2009**

Date

\*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X**

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.**X**

Signature of Foreign Representative

Printed Name of Foreign Representative

Date

**Signature of Non-Attorney Bankruptcy Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

**X**

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

B 1D(Official Form 1, Exhibit D) (12/08)

**United States Bankruptcy Court**  
**Western District of Washington**

In re Ophello Simpao Canlas  
Ida Villa-Ignacio Canlas

Debtor(s)

Case No. \_\_\_\_\_  
 Chapter 7

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH  
 CREDIT COUNSELING REQUIREMENT**

**Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.**

*Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.*

☒ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 15 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the five days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* \_\_\_\_\_

**If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.**



B 1D(Official Form 1, Exhibit D) (12/08) - Cont.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

**I certify under penalty of perjury that the information provided above is true and correct.**

Signature of Debtor: /s/ Ophello Simpao Canlas  
Ophello Simpao Canlas

Date: August 18, 2009

B 1D(Official Form 1, Exhibit D) (12/08)

**United States Bankruptcy Court**  
**Western District of Washington**

In re Ophello Simpao Canlas  
Ida Villa-Ignacio Canlas

Debtor(s)

Case No. \_\_\_\_\_  
 Chapter 7

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH  
 CREDIT COUNSELING REQUIREMENT**

**Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.**

*Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.*

☒ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 15 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the five days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* \_\_\_\_\_

**If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.**

B 1D(Official Form 1, Exhibit D) (12/08) - Cont.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

**I certify under penalty of perjury that the information provided above is true and correct.**

Signature of Debtor: /s/ Ida Villa-Ignacio Canlas  
Ida Villa-Ignacio Canlas

Date: August 18, 2009

B6 Summary (Official Form 6 - Summary) (12/07)

**United States Bankruptcy Court**  
**Western District of Washington**

In re **Ophello Simpao Canlas,**  
**Ida Villa-Ignacio Canlas**

Debtors

Case No. \_\_\_\_\_

Chapter 7

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	<b>Yes</b>	<b>1</b>	<b>758,500.00</b>		
B - Personal Property	<b>Yes</b>	<b>4</b>	<b>63,299.20</b>		
C - Property Claimed as Exempt	<b>Yes</b>	<b>2</b>			
D - Creditors Holding Secured Claims	<b>Yes</b>	<b>2</b>		<b>833,697.00</b>	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	<b>Yes</b>	<b>1</b>		<b>0.00</b>	
F - Creditors Holding Unsecured Nonpriority Claims	<b>Yes</b>	<b>8</b>		<b>145,385.82</b>	
G - Executory Contracts and Unexpired Leases	<b>Yes</b>	<b>1</b>			
H - Codebtors	<b>Yes</b>	<b>1</b>			
I - Current Income of Individual Debtor(s)	<b>Yes</b>	<b>2</b>			<b>1,863.32</b>
J - Current Expenditures of Individual Debtor(s)	<b>Yes</b>	<b>2</b>			<b>6,397.90</b>
Total Number of Sheets of ALL Schedules		<b>24</b>			
Total Assets			<b>821,799.20</b>		
Total Liabilities				<b>979,082.82</b>	



**United States Bankruptcy Court**  
**Western District of Washington**

In re **Ophello Simpao Canlas,  
 Ida Villa-Ignacio Canlas**

Debtors

Case No. \_\_\_\_\_

Chapter 7

**STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)**

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

- ☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

**This information is for statistical purposes only under 28 U.S.C. § 159.**

**Summarize the following types of liabilities, as reported in the Schedules, and total them.**

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	<b>0.00</b>
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	<b>0.00</b>
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	<b>0.00</b>
Student Loan Obligations (from Schedule F)	<b>0.00</b>
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	<b>0.00</b>
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	<b>0.00</b>
TOTAL	<b>0.00</b>

**State the following:**

Average Income (from Schedule I, Line 16)	<b>1,863.32</b>
Average Expenses (from Schedule J, Line 18)	<b>6,397.90</b>
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20 )	<b>3,414.28</b>

**State the following:**

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		<b>58,871.00</b>
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	<b>0.00</b>	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		<b>0.00</b>
4. Total from Schedule F		<b>145,385.82</b>
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		<b>204,256.82</b>

B6A (Official Form 6A) (12/07)

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
<b>Residence located at 10006 Linden Ave N, Seattle, WA; FMV \$384,500</b>	<b>Ownership</b>	<b>C</b>	<b>384,500.00</b>	<b>382,826.00</b>
<b>Property located at 23719 91st PI W, Edmonds, WA: FMV \$374,000</b>	<b>Ownership</b>	<b>C</b>	<b>374,000.00</b>	<b>428,296.00</b>

Sub-Total >	<b>758,500.00</b>	(Total of this page)
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Total >	<b>758,500.00</b>
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(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		<b>Cash</b>	<b>C</b>	<b>50.00</b>
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		<b>Chase (two accounts), Bank of America (two accounts), US Bank (two accounts) &amp; BECU Savings (new account)</b>	<b>C</b>	<b>2,050.00</b>
3. Security deposits with public utilities, telephone companies, landlords, and others.	<b>X</b>			
4. Household goods and furnishings, including audio, video, and computer equipment.		<b>Misc. HHG &amp; F</b>	<b>C</b>	<b>2,145.00</b>
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	<b>X</b>			
6. Wearing apparel.		<b>Clothing</b>	<b>C</b>	<b>300.00</b>
7. Furs and jewelry.		<b>Misc. jewelry</b>	<b>C</b>	<b>275.00</b>
8. Firearms and sports, photographic, and other hobby equipment.	<b>X</b>			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		<b>Whole life with Lincoln</b>	<b>C</b>	<b>3,486.20</b>
10. Annuities. Itemize and name each issuer.	<b>X</b>			

Sub-Total > **8,306.20**  
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	<b>X</b>			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		<b>IRA with Bank of America (pending rollover into BECU IRA)</b>	<b>W</b>	<b>33,293.00</b>
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		<b>LLC adult family home under the name "ICare AFH L.L.C."; ongoing business interest in adult family home operated out of 23719 91st PI W, Edmonds, WA (\$10,000-11,000 in monthly income) \$600.00 at the time of filing.</b>	<b>C</b>	<b>600.00</b>
14. Interests in partnerships or joint ventures. Itemize.	<b>X</b>			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	<b>X</b>			
16. Accounts receivable.	<b>X</b>			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	<b>X</b>			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.		<b>2008 IRS refund \$3,248.00 and 2007 refund \$83.00 (used to bring mortgage current)</b>	<b>C</b>	<b>0.00</b>
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	<b>X</b>			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	<b>X</b>			

Sub-Total > **33,893.00**  
(Total of this page)

Sheet 1 of 3 continuation sheets attached  
to the Schedule of Personal Property



B6B (Official Form 6B) (12/07) - Cont.

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	<b>X</b>			
22. Patents, copyrights, and other intellectual property. Give particulars.	<b>X</b>			
23. Licenses, franchises, and other general intangibles. Give particulars.	<b>X</b>			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	<b>X</b>			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		<b>1997 BMW 328i</b>	<b>C</b>	<b>2,000.00</b>
		<b>2004 Toyota Sequoia</b>	<b>C</b>	<b>18,000.00</b>
26. Boats, motors, and accessories.	<b>X</b>			
27. Aircraft and accessories.	<b>X</b>			
28. Office equipment, furnishings, and supplies.		<b>Office items</b>	<b>C</b>	<b>200.00</b>
29. Machinery, fixtures, equipment, and supplies used in business.	<b>X</b>			
30. Inventory.	<b>X</b>			
31. Animals.	<b>X</b>			
32. Crops - growing or harvested. Give particulars.	<b>X</b>			
33. Farming equipment and implements.	<b>X</b>			
34. Farm supplies, chemicals, and feed.	<b>X</b>			

Sub-Total > **20,200.00**  
(Total of this page)

Sheet 2 of 3 continuation sheets attached  
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
35. Other personal property of any kind not already listed. Itemize.		<b>No listings for Mr. Canlas other than a possible \$900.00 referral fee on property located at 1154 Place NE, Renton, WA 98056</b>	<b>C</b>	<b>900.00</b>

Sub-Total >	<b>900.00</b>
(Total of this page)	
Total >	<b>63,299.20</b>

Sheet 3 of 3 continuation sheets attached  
to the Schedule of Personal Property

(Report also on Summary of Schedules)

B6C (Official Form 6C) (12/07)

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT**Debtor claims the exemptions to which debtor is entitled under:  
(Check one box)☒ 11 U.S.C. § 522(b)(2)☐ 11 U.S.C. § 522(b)(3)☐ Check if debtor claims a homestead exemption that exceeds  
\$136,875.

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<b>Real Property</b>			
<b>Residence located at 10006 Linden Ave N, Seattle, WA; FMV \$384,500</b>	11 U.S.C. § 522(d)(1)	1,674.00	384,500.00
<b>Property located at 23719 91st PI W, Edmonds, WA; FMV \$374,000</b>	11 U.S.C. § 522(d)(5)	0.00	374,000.00
<b>Cash on Hand</b>			
<b>Cash</b>	11 U.S.C. § 522(d)(5)	50.00	50.00
<b>Checking, Savings, or Other Financial Accounts, Certificates of Deposit</b>			
<b>Chase (two accounts), Bank of America (two accounts), US Bank (two accounts) &amp; BECU Savings (new account)</b>	11 U.S.C. § 522(d)(5)	2,050.00	2,050.00
<b>Household Goods and Furnishings</b>			
<b>Misc. HHG &amp; F</b>	11 U.S.C. § 522(d)(3)	2,145.00	2,145.00
<b>Wearing Apparel</b>			
<b>Clothing</b>	11 U.S.C. § 522(d)(5)	300.00	300.00
<b>Furs and Jewelry</b>			
<b>Misc. jewelry</b>	11 U.S.C. § 522(d)(4)	275.00	275.00
<b>Interests in Insurance Policies</b>			
<b>Whole life with Lincoln</b>	11 U.S.C. § 522(d)(8)	3,486.20	3,486.20
<b>Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans</b>			
<b>IRA with Bank of America (pending rollover into BECU IRA)</b>	11 U.S.C. § 522(d)(10)(E)	100%	33,293.00
<b>Stock and Interests in Businesses</b>			
<b>LLC adult family home under the name "ICare AFH L.L.C."; ongoing business interest in adult family home operated out of 23719 91st PI W, Edmonds, WA (\$10,000-11,000 in monthly income) \$600.00 at the time of filing.</b>	11 U.S.C. § 522(d)(5)	600.00	600.00
<b>Other Liquidated Debts Owning Debtor Including Tax Refund</b>			
<b>2008 IRS refund \$3,248.00 and 2007 refund \$83.00 (used to bring mortgage current)</b>	11 U.S.C. § 522(d)(5)	0.00	0.00
<b>Automobiles, Trucks, Trailers, and Other Vehicles</b>			
<b>1997 BMW 328i</b>	11 U.S.C. § 522(d)(2)	2,000.00	2,000.00
<b>2004 Toyota Sequoia</b>	11 U.S.C. § 522(d)(2)	0.00	18,000.00
<b>Office Equipment, Furnishings and Supplies</b>			
<b>Office items</b>	11 U.S.C. § 522(d)(5)	200.00	200.00

1 continuation sheets attached to Schedule of Property Claimed as Exempt

B6C (Official Form 6C) (12/07) -- Cont.

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT**

(Continuation Sheet)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<b><u>Other Personal Property of Any Kind Not Already Listed</u></b>			
<b>No listings for Mr. Canlas other than a possible \$900.00 referral fee on property located at 1154 Place NE, Renton, WA 98056</b>	<b>11 U.S.C. § 522(d)(5)</b>	<b>900.00</b>	<b>900.00</b>



B6D (Official Form 6D) (12/07)

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN					
Account No. [REDACTED]	C	2006					
Beneficial P.O. Box 5233 Carol Stream, IL 60197		Second Mortgage  Residence located at 10006 Linden Ave N, Seattle, WA; FMV \$384,500					
		Value \$ 384,500.00				91,067.00	0.00
Account No. [REDACTED]	C	Second Mortgage					
Chase P.O. Box 78035 Phoenix, AZ 85062		Property located at 23719 91st Pl W, Edmonds, WA: FMV \$374,000					
		Value \$ 374,000.00				102,610.00	54,296.00
Account No. [REDACTED]	C	8/05					
GMAC Mortgage P.O. Box 4622 Waterloo, IA 50704		First Mortgage  Property located at 23719 91st Pl W, Edmonds, WA: FMV \$374,000					
		Value \$ 374,000.00				325,686.00	0.00
Account No. [REDACTED]	C	6/08					
US Bank P.O. Box 5227 Cincinnati, OH 45201		Security Agreement  2004 Toyota Sequoia					
		Value \$ 18,000.00				22,575.00	4,575.00
Subtotal (Total of this page)						541,938.00	58,871.00

1 continuation sheets attached

B6D (Official Form 6D) (12/07) - Cont.

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
			DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN					
Account No. [REDACTED]			<b>5/04</b>					
<b>Washington Mutual 3990 S Babcock St Melbourne, FL 32901</b>			<b>First Mortgage</b>					
			<b>Residence located at 10006 Linden Ave N, Seattle, WA; FMV \$384,500</b>					
			Value \$ <b>384,500.00</b>				<b>291,759.00</b>	<b>0.00</b>
Account No.								
			Value \$					
Account No.								
			Value \$					
Account No.								
			Value \$					
Account No.								
			Value \$					

Sheet **1** of **1** continuation sheets attached to  
Schedule of Creditors Holding Secured ClaimsSubtotal  
(Total of this page)**291,759.00****0.00**Total  
(Report on Summary of Schedules)**833,697.00****58,871.00**

B6E (Official Form 6E) (12/07)

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,400\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,425\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

B6F (Official Form 6F) (12/07)

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.  <b>Aegis</b> <b>P.O. Box 404</b> <b>Fort Mill, SC 29716</b>		<b>C</b>				<b>0.00</b>
Account No. <b>Misc</b>  <b>American Express</b> <b>P.O. Box 297871</b> <b>Fort Lauderdale, FL 33329</b>		<b>C</b>				<b>17,418.00</b>
Account No. [REDACTED]  <b>American Express</b> <b>P.O. Box 650448</b> <b>Dallas, TX 75265</b>		<b>C</b>				<b>4,652.00</b>
Account No. [REDACTED]  <b>American Express</b> <b>P.O. Box 650448</b> <b>Dallas, TX 75265</b>		<b>C</b>				<b>4,651.00</b>
Subtotal (Total of this page)						<b>26,721.00</b>

7 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. [REDACTED]  <b>Bank of America</b> <b>4161 Piedmont Prkwy</b> <b>Greensboro, NC 27410</b>	C	<b>2007</b> <b>Credit account</b>				8,468.00
Account No. [REDACTED]  <b>Bank of America</b> <b>4161 Piedmont Prkwy</b> <b>Greensboro, NC 27410</b>	C	<b>1995</b> <b>Credit account</b>				20,190.00
Account No. [REDACTED]  <b>Bank of America</b> <b>P.O. Box 1598</b> <b>Norfolk, VA 23501</b>	C	<b>2008</b> <b>Loan</b>				29,363.00
Account No. [REDACTED]  <b>Beneficial/HFC</b> <b>961 N Weigel Ave</b> <b>Elmhurst, IL 60126</b>	C	<b>2006</b> <b>Loan</b>				13,210.00
Account No. [REDACTED]  <b>Capital One - Bankruptcy</b> <b>P.O. Box 5155</b> <b>Norcross, GA 30091</b>	C	<b>2003</b> <b>Credit account</b>				1,717.00
Sheet no. <u>1</u> of <u>7</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) <b>72,948.00</b>



B6F (Official Form 6F) (12/07) - Cont.

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B I T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.					
Account No. [REDACTED]	C	1999 Credit account				1,567.00	
Chase 800 Brooksedge Blvd Westerville, OH 43081							
Account No. [REDACTED]	C	1995 Credit account				4,766.00	
Chase 800 Brooksedge Blvd Westerville, OH 43081							
Account No. [REDACTED]	C	Medical				500.00	
CPA Seattle 338 NW 85th St Seattle, WA 98117							
Account No. [REDACTED]	C	Notice - Collecting for Chase				0.00	
Creditors Interchange 80 Holtz Dr Buffalo, NY 14225							
Account No.	C	Notice - Collecting for American Express				0.00	
Daniel M. Gordon, P.C. 4023 W 1st Ave P.O. Box 22338 Eugene, OR 97402							
Sheet no. <u>2</u> of <u>7</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	6,833.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B I T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. [REDACTED]  <b>Discover Card</b> <b>P.O. Box 3025</b> <b>New Albany, OH 43054</b>	<b>C</b>	<b>2008</b> <b>Credit account</b>				<b>1,684.00</b>
Account No. [REDACTED]  <b>Frederick J. Hanna &amp; Associate</b> <b>1655 Enterprise Way</b> <b>Marietta, GA 30067</b>	<b>C</b>	<b>Notice - Collecting for Chase Bank</b>				<b>0.00</b>
Account No. [REDACTED]  <b>Key Bank</b> <b>P.O. Box 94932</b> <b>Cleveland, OH 44101</b>	<b>C</b>	<b>2000</b> <b>Loan</b>				<b>8,979.00</b>
Account No. [REDACTED]  <b>LTD Financial Services</b> <b>7322 SW Freeway #1600</b> <b>Houston, TX 77074</b>	<b>C</b>	<b>Notice - Collecting for Wells Fargo/Collins</b> <b>Financial Services/Paragon Way</b>				<b>0.00</b>
Account No. [REDACTED]  <b>Macy's</b> <b>P.O. Box 8066</b> <b>Mason, OH 45040</b>	<b>C</b>	<b>Credit account</b>				<b>6,885.00</b>
Sheet no. <u>3</u> of <u>7</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						<b>Subtotal</b> (Total of this page) <b>17,548.00</b>

B6F (Official Form 6F) (12/07) - Cont.

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B I T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. [REDACTED]  <b>Macy's</b> <b>P.O. Box 8066</b> <b>Mason, OH 45040</b>	<b>C</b>	<b>2003</b> <b>Credit account</b>				<b>565.00</b>
Account No. [REDACTED]  <b>Macy's</b> <b>P.O. Box 8066</b> <b>Mason, OH 45040</b>	<b>C</b>	<b>1990</b> <b>Credit account</b>				<b>1,851.00</b>
Account No. [REDACTED]  <b>Macy's</b> <b>P.O. Box 8066</b> <b>Mason, OH 45040</b>	<b>C</b>	<b>1995</b> <b>Credit account</b>				<b>1,549.00</b>
Account No. [REDACTED]  <b>Nationwide Credit Inc.</b> <b>P.O. Box 740640</b> <b>Atlanta, GA 30374</b>	<b>C</b>	<b>Notice - Collecting for Bank of America</b>				<b>0.00</b>
Account No. [REDACTED]  <b>NW Hospital</b> <b>P.O. Box 330321</b> <b>Seattle, WA 98133</b>	<b>C</b>	<b>Medical</b>				<b>180.00</b>
Sheet no. <u>4</u> of <u>7</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						<b>4,145.00</b>

B6F (Official Form 6F) (12/07) - Cont.

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. [REDACTED]  <b>NW Hospital P.O. Box 330321 Seattle, WA 98133</b>	<b>C</b>	<b>Medical</b>				<b>150.00</b>
Account No. [REDACTED]  <b>Omni Credit Services P.O. Box 23381 Tampa, FL 33623</b>		<b>Notice - Collecting for Macys</b>				<b>0.00</b>
Account No. [REDACTED]  <b>Sams Club P.O. Box 530942 Atlanta, GA 30353</b>	<b>C</b>	<b>Credit account</b>				<b>494.00</b>
Account No. [REDACTED]  <b>Sams Club P.O. Box 530942 Atlanta, GA 30353</b>		<b>Credit account</b>				<b>324.00</b>
Account No. [REDACTED]  <b>Sears Bankruptcy Dept. 7920 NW 110th St Kansas City, MO 64153</b>	<b>C</b>	<b>2004 Credit account</b>				<b>2,504.00</b>
Sheet no. <u>5</u> of <u>7</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						<b>Subtotal (Total of this page)</b>
						<b>3,472.00</b>

B6F (Official Form 6F) (12/07) - Cont.

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B I T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. [REDACTED]  <b>Sears Bankruptcy Dept. 7920 NW 110th St Kansas City, MO 64153</b>	<b>C</b>	<b>2006 Credit account</b>				<b>1,293.00</b>
Account No. [REDACTED]  <b>The Home Depot P.O. Box 6028 The Lakes, NV 88901-6028</b>	<b>C</b>	<b>2001 Credit account</b>				<b>1,611.00</b>
Account No. [REDACTED]  <b>The Home Depot P.O. Box 6028 The Lakes, NV 88901-6028</b>	<b>C</b>	<b>2005 Credit account</b>				<b>2,151.00</b>
Account No. [REDACTED]  <b>United Recovery System P.O. Box 722929 Houston, TX 77272</b>	<b>C</b>	<b>Notice - Collecting for American Express</b>				<b>0.00</b>
Account No. [REDACTED]  <b>Wells Fargo P.O. Box 5185 Sioux Falls, SD 57117</b>	<b>C</b>	<b>Credit account</b>				<b>1,002.00</b>
Sheet no. <u>6</u> of <u>7</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						<b>6,057.00</b>



B6F (Official Form 6F) (12/07) - Cont.

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G U E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. [REDACTED]  <b>WF Financial/Wells Fargo</b> <b>3201 N 4th Ave</b> <b>Sioux Falls, SD 57104</b>	<b>C</b>	<b>2006 Loan</b>				<b>7,661.82</b>
Account No.						
Account No.						
Account No.						
Account No.						
Account No.						
Sheet no. <u>7</u> of <u>7</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)  <b>7,661.82</b>
Total (Report on Summary of Schedules)						<b>145,385.82</b>

B6G (Official Form 6G) (12/07)

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,  
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.  
State whether lease is for nonresidential real property.  
State contract number of any government contract.

0

\_\_\_\_\_ continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

B6H (Official Form 6H) (12/07)

In re **Ophello Simpao Canlas,  
Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
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0

continuation sheets attached to Schedule of Codebtors

B6I (Official Form 6I) (12/07)

In re **Ophello Simpao Canlas**  
**Ida Villa-Ignacio Canlas**

Case No. \_\_\_\_\_

Debtor(s) \_\_\_\_\_

**SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)**

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE	
<b>Married</b>	RELATIONSHIP(S): <b>Son</b>	AGE(S): <b>18</b>
<b>Employment:*</b>	DEBTOR	SPOUSE
Occupation	<b>Real Estate Sales</b>	<b>Loan Administration</b>
Name of Employer	<b>All Pro Real Estate</b>	<b>Pacific International Bank</b>
How long employed	<b>13 years</b>	<b>19 months</b>
Address of Employer	<b>10700 Meridian Ave N #105 Seattle, WA 98133</b>	<b>1155 N 130th Seattle, WA 98133</b>
<b>*See Attachment for Additional Employment Information</b>		

INCOME: (Estimate of average or projected monthly income at time case filed)

1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)

2. Estimate monthly overtime

	DEBTOR	SPOUSE
1.	\$ <b>0.00</b>	\$ <b>2,575.00</b>
2.	\$ <b>0.00</b>	\$ <b>0.00</b>
3. SUBTOTAL	\$ <b>0.00</b>	\$ <b>2,575.00</b>

## 4. LESS PAYROLL DEDUCTIONS

a. Payroll taxes and social security

b. Insurance

c. Union dues

d. Other (Specify): **401k**

a.	\$ <b>0.00</b>	\$ <b>216.26</b>
b.	\$ <b>0.00</b>	\$ <b>366.66</b>
c.	\$ <b>0.00</b>	\$ <b>0.00</b>
d.	\$ <b>0.00</b>	\$ <b>128.76</b>
	\$ <b>0.00</b>	\$ <b>0.00</b>

## 5. SUBTOTAL OF PAYROLL DEDUCTIONS

	\$ <b>0.00</b>	\$ <b>711.68</b>
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## 6. TOTAL NET MONTHLY TAKE HOME PAY

	\$ <b>0.00</b>	\$ <b>1,863.32</b>
--	----------------	--------------------

7. Regular income from operation of business or profession or farm (Attach detailed statement)

8. Income from real property

9. Interest and dividends

10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above

11. Social security or government assistance

(Specify): \_\_\_\_\_

7.	\$ <b>0.00</b>	\$ <b>0.00</b>
8.	\$ <b>0.00</b>	\$ <b>0.00</b>
9.	\$ <b>0.00</b>	\$ <b>0.00</b>
10.	\$ <b>0.00</b>	\$ <b>0.00</b>

(Specify): \_\_\_\_\_

	\$ <b>0.00</b>	\$ <b>0.00</b>
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12. Pension or retirement income

13. Other monthly income

(Specify): \_\_\_\_\_

12.	\$ <b>0.00</b>	\$ <b>0.00</b>
13.	\$ <b>0.00</b>	\$ <b>0.00</b>
	\$ <b>0.00</b>	\$ <b>0.00</b>

## 14. SUBTOTAL OF LINES 7 THROUGH 13

	\$ <b>0.00</b>	\$ <b>0.00</b>
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## 15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

	\$ <b>0.00</b>	\$ <b>1,863.32</b>
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## 16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

	\$ <b>1,863.32</b>	
--	--------------------	--

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

**Mr. Canlas may have an increase in income if the real estate market improves.**

B6I (Official Form 6I) (12/07)

In re **Ophello Simpao Canlas**  
**Ida Villa-Ignacio Canlas** Debtor(s) Case No. \_\_\_\_\_

**SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)**  
**Attachment for Additional Employment Information**

<b>Debtor</b>		
Occupation	<b>Loan Originator</b>	
Name of Employer	<b>Elliot Bay Mortgage</b>	
How long employed	<b>4 years</b>	
Address of Employer	<b>4200 196th St SW #200 Lynnwood, WA 98036</b>	
		<b>1099 employee; no income in last 7 months</b>



B6J (Official Form 6J) (12/07)

In re Ophello Simpao Canlas  
Ida Villa-Ignacio Canlas

Debtor(s)

Case No. \_\_\_\_\_

**SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)	\$	<b>2,196.43</b>
a. Are real estate taxes included? Yes <u>X</u> No ____		
b. Is property insurance included? Yes <u>X</u> No ____		
2. Utilities: a. Electricity and heating fuel	\$	<b>26.00</b>
b. Water and sewer	\$	<b>98.00</b>
c. Telephone	\$	<b>49.95</b>
d. Other <u>See Detailed Expense Attachment</u>	\$	<b>178.07</b>
3. Home maintenance (repairs and upkeep)	\$	<b>70.00</b>
4. Food	\$	<b>625.00</b>
5. Clothing	\$	<b>70.00</b>
6. Laundry and dry cleaning	\$	<b>0.00</b>
7. Medical and dental expenses	\$	<b>0.00</b>
8. Transportation (not including car payments)	\$	<b>240.00</b>
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$	<b>50.00</b>
10. Charitable contributions	\$	<b>236.00</b>
11. Insurance (not deducted from wages or included in home mortgage payments)		
a. Homeowner's or renter's	\$	<b>0.00</b>
b. Life	\$	<b>120.00</b>
c. Health	\$	<b>0.00</b>
d. Auto	\$	<b>116.00</b>
e. Other	\$	<b>0.00</b>
12. Taxes (not deducted from wages or included in home mortgage payments) (Specify)	\$	<b>0.00</b>
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		
a. Auto	\$	<b>394.95</b>
b. Other <u>2nd mortgage</u>	\$	<b>927.00</b>
c. Other	\$	<b>0.00</b>
14. Alimony, maintenance, and support paid to others	\$	<b>0.00</b>
15. Payments for support of additional dependents not living at your home	\$	<b>0.00</b>
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	<b>0.00</b>
17. Other <u>See Detailed Expense Attachment</u>	\$	<b>1,000.50</b>
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	\$	<b>6,397.90</b>
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document: <u>Increase in electricity and transportation costs may occur due to worldwide increases in costs of energy.</u>		
20. STATEMENT OF MONTHLY NET INCOME		
a. Average monthly income from Line 15 of Schedule I	\$	<b>1,863.32</b>
b. Average monthly expenses from Line 18 above	\$	<b>6,397.90</b>
c. Monthly net income (a. minus b.)	\$	<b>-4,534.58</b>

B6J (Official Form 6J) (12/07)

In re **Ophello Simpao Canlas**  
**Ida Villa-Ignacio Canlas**

Debtor(s)

Case No. \_\_\_\_\_

**SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)****Detailed Expense Attachment****Other Utility Expenditures:**

<b>Gas</b>	\$	<b>77.50</b>
<b>Cable &amp; Internet</b>	\$	<b>100.57</b>
<b>Total Other Utility Expenditures</b>	\$	<b>178.07</b>

**Other Expenditures:**

<b>Desk fee</b>	\$	<b>195.00</b>
<b>Subscription</b>	\$	<b>19.50</b>
<b>Key Box</b>	\$	<b>15.00</b>
<b>NWMLS license</b>	\$	<b>45.00</b>
<b>Tuition for son</b>	\$	<b>726.00</b>
<b>Total Other Expenditures</b>	\$	<b>1,000.50</b>

**United States Bankruptcy Court**  
**Western District of Washington**

In re **Ophello Simpao Canlas**  
**Ida Villa-Ignacio Canlas**

Debtor(s)

Case No.

Chapter

**7**

**BUSINESS INCOME AND EXPENSES**

**FINANCIAL REVIEW OF THE DEBTOR'S BUSINESS** (NOTE: ONLY INCLUDE information directly related to the business operation.)

**PART A - GROSS BUSINESS INCOME FOR PREVIOUS 12 MONTHS:**

1. Gross Income For 12 Months Prior to Filing: \$ **95,619.00**

**PART B - ESTIMATED AVERAGE FUTURE GROSS MONTHLY INCOME:**

2. Gross Monthly Income \$ **7,000.00**

**PART C - ESTIMATED FUTURE MONTHLY EXPENSES:**

3. Net Employee Payroll (Other Than Debtor) \$ **5,000.00**

4. Payroll Taxes **55.00**

5. Unemployment Taxes **0.00**

6. Worker's Compensation **0.00**

7. Other Taxes **0.00**

8. Inventory Purchases (Including raw materials) **1,500.00**

9. Purchase of Feed/Fertilizer/Seed/Spray **0.00**

10. Rent (Other than debtor's principal residence) **0.00**

11. Utilities **3,000.00**

12. Office Expenses and Supplies **50.00**

13. Repairs and Maintenance **100.00**

14. Vehicle Expenses **0.00**

15. Travel and Entertainment **0.00**

16. Equipment Rental and Leases **0.00**

17. Legal/Accounting/Other Professional Fees **120.00**

18. Insurance **118.00**

19. Employee Benefits (e.g., pension, medical, etc.) **0.00**

20. Payments to Be Made Directly By Debtor to Secured Creditors For Pre-Petition Business Debts (Specify):

DESCRIPTION

TOTAL

21. Other (Specify):

DESCRIPTION

TOTAL

22. Total Monthly Expenses (Add items 3-21) \$ **9,943.00**

**PART D - ESTIMATED AVERAGE NET MONTHLY INCOME:**

23. AVERAGE NET MONTHLY INCOME (Subtract item 22 from item 2) \$ **-2,943.00**

B6 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court  
Western District of Washington**

In re **Ophello Simpao Canlas  
Ida Villa-Ignacio Canlas**

Debtor(s)

Case No.  
Chapter

**7**

**DECLARATION CONCERNING DEBTOR'S SCHEDULES**

**DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR**

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 26 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date August 18, 2009

Signature /s/ Ophello Simpao Canlas  
**Ophello Simpao Canlas**  
Debtor

Date August 18, 2009

Signature /s/ Ida Villa-Ignacio Canlas  
**Ida Villa-Ignacio Canlas**  
Joint Debtor

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (12/07)

**United States Bankruptcy Court  
Western District of Washington**

In re **Ophello Simpao Canlas**  
**Ida Villa-Ignacio Canlas**

Debtor(s)

Case No.  
Chapter

**7**

**STATEMENT OF FINANCIAL AFFAIRS**

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

*DEFINITIONS*

*"In business."* A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

*"Insider."* The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

**1. Income from employment or operation of business**

None  
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
<b>\$4,980.75</b>	<b>2009 YTD: Husband Wages</b>
<b>\$11,350.00</b>	<b>2008: Husband Wages</b>
<b>\$157,207.25</b>	<b>2007: Husband Wages</b>
<b>\$15,449.00</b>	<b>2009 YTD: Wife Wages</b>
<b>\$25,253.19</b>	<b>2008: Wife Wages</b>
<b>\$26,488.14</b>	<b>2007: Wife Wages</b>



**2. Income other than from employment or operation of business**None  
☐

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$52,846.00	2009 YTD: Joint Dbt Gross sales from AFH (S Corp) (Business is operating at a net loss)
\$95,619.00	2008: Joint Dbt Business loss of \$15,335 from AFH LLC (S Corp)
\$100,441.00	2007: Joint Dbt Business loss of \$14,341 from AFH LLC (S Corp)
\$8,426.00	2007: Wife Unemployment

**3. Payments to creditors**None  
☐

*Complete a. or b., as appropriate, and c.*

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
Secureds	None other than regular monthly payments to listed secured creditors	\$0.00	\$0.00

None  
☒

b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,475. If the debtor is an individual, indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None  
☒

c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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**4. Suits and administrative proceedings, executions, garnishments and attachments**None  
☐

a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
American Express vs. Canlas # [REDACTED] 0	Civil	King County West Division	

- None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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#### 5. Repossessions, foreclosures and returns

- None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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#### 6. Assignments and receiverships

- None ☒ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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- None ☒ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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#### 7. Gifts

- None ☐ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
Christ the King Church		1/08	\$1,640.00
Bishop Blanchett		1/07	\$1,100.00
Bishop Blanchett		1/09	\$250.00

#### 8. Losses

- None ☒ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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**9. Payments related to debt counseling or bankruptcy**

- None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
<b>Donald T. Tesch, P.S. 320 Dayton, Ste. 101 Edmonds, WA 98020</b>		<b>Payment of \$1,980.00 in attorney fees for this bankruptcy proceeding.</b>

**10. Other transfers**

- None ☒ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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- None ☒ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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**11. Closed financial accounts**

- None ☐ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION IRA	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE IRA	AMOUNT AND DATE OF SALE OR CLOSING
		<b>Debtors have been taking early distribution from Ida's IRA to pay mortgages approx. \$5,000 per month for the past 6 months.</b>
<b>Pension</b>	<b>Pension</b>	<b>Distribution of approx. \$20,000 last fall to pay mortgage payments and living expenses.</b>

**12. Safe deposit boxes**

- None ☒ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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**13. Setoffs**

- None ☐ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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**14. Property held for another person**

- None ☐ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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**15. Prior address of debtor**

- None ☐ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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**16. Spouses and Former Spouses**

- None ☐ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

**17. Environmental Information.**

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None ☐ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☐ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☒ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF  
GOVERNMENTAL UNIT

DOCKET NUMBER

STATUS OR DISPOSITION

### 18 . Nature, location and name of business

- None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

*If the debtor is a partnership*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

*If the debtor is a corporation*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
ICare AFH L.L.C.	[REDACTED]	23719 91st Pl W Edmonds, WA 98026	Adult Family Care	2005-present

- None ☒ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME

ADDRESS

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

### 19. Books, records and financial statements

- None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS  
David Liatos/CPA Seattle PS  
338 NW 85th ST  
Seattle, WA 98117

DATES SERVICES RENDERED  
2004-2007

- None ☒ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME

ADDRESS

DATES SERVICES RENDERED

- None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

ADDRESS

**David Liatos & Debtors**

- None ☒ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE ISSUED

**20. Inventories**

- None ☒ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
-------------------	----------------------	---

- None ☒ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS
-------------------	---

**21 . Current Partners, Officers, Directors and Shareholders**

- None ☒ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST
------------------	--------------------	------------------------

- None ☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
<b>Ophello Canlas</b> <b>10006 Linden Ave N</b> <b>Seattle, WA 98133</b>	<b>Owner</b>	<b>50%</b>
<b>Ida Canlas</b> <b>1006 Linden Ave N</b> <b>Seattle, WA 98133</b>	<b>Owner</b>	<b>50%</b>

**22 . Former partners, officers, directors and shareholders**

- None ☒ a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
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- None ☒ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
------------------	-------	---------------------



**23 . Withdrawals from a partnership or distributions by a corporation**

None ☐ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS  
OF RECIPIENT,  
RELATIONSHIP TO DEBTOR

DATE AND PURPOSE  
OF WITHDRAWAL

AMOUNT OF MONEY  
OR DESCRIPTION AND  
VALUE OF PROPERTY

**24. Tax Consolidation Group.**

None ☐ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)

**25. Pension Funds.**

None ☐ If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

**DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR**

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date August 18, 2009

Signature /s/ Ophello Simpao Canlas  
**Ophello Simpao Canlas**  
Debtor

Date August 18, 2009

Signature /s/ Ida Villa-Ignacio Canlas  
**Ida Villa-Ignacio Canlas**  
Joint Debtor

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571*

B8 (Form 8) (12/08)

**United States Bankruptcy Court**  
**Western District of Washington**

In re **Ophello Simpao Canlas**  
**Ida Villa-Ignacio Canlas**

Debtor(s)

Case No. \_\_\_\_\_  
 Chapter **7**

**CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION**

**PART A** - Debts secured by property of the estate. (Part A must be fully completed for **EACH** debt which is secured by property of the estate. Attach additional pages if necessary.)

Property No. 1	
<b>Creditor's Name:</b> <b>Beneficial</b>	<b>Describe Property Securing Debt:</b> <b>Residence located at 10006 Linden Ave N, Seattle, WA; FMV \$384,500</b>
Property will be (check one): <input type="checkbox"/> Surrendered <span style="margin-left: 150px;"><input checked="" type="checkbox"/> Retained</span>	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input checked="" type="checkbox"/> Other. Explain <b>Retain &amp; Pay</b> (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <span style="margin-left: 150px;"><input type="checkbox"/> Not claimed as exempt</span>	

Property No. 2	
<b>Creditor's Name:</b> <b>Chase</b>	<b>Describe Property Securing Debt:</b> <b>Property located at 23719 91st PI W, Edmonds, WA: FMV \$374,000</b>
Property will be (check one): <input type="checkbox"/> Surrendered <span style="margin-left: 150px;"><input checked="" type="checkbox"/> Retained</span>	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input checked="" type="checkbox"/> Other. Explain <b>Retain &amp; Pay</b> (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <span style="margin-left: 150px;"><input type="checkbox"/> Not claimed as exempt</span>	

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Page 2

Property No. 3	
<b>Creditor's Name:</b> <b>GMAC Mortgage</b>	<b>Describe Property Securing Debt:</b> <b>Property located at 23719 91st Pl W, Edmonds, WA: FMV \$374,000</b>
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained  If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input checked="" type="checkbox"/> Other. Explain <u><b>Retain &amp; Pay</b></u> (for example, avoid lien using 11 U.S.C. § 522(f)).  Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <input type="checkbox"/> Not claimed as exempt	

Property No. 4	
<b>Creditor's Name:</b> <b>US Bank</b>	<b>Describe Property Securing Debt:</b> <b>2004 Toyota Sequoia</b>
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained  If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input checked="" type="checkbox"/> Other. Explain <u><b>Retain &amp; Pay</b></u> (for example, avoid lien using 11 U.S.C. § 522(f)).  Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <input type="checkbox"/> Not claimed as exempt	

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Page 3

Property No. 5	
<b>Creditor's Name:</b> <b>Washington Mutual</b>	<b>Describe Property Securing Debt:</b> <b>Residence located at 10006 Linden Ave N, Seattle, WA; FMV \$384,500</b>
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained  If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input checked="" type="checkbox"/> Other. Explain <u><b>Retain &amp; Pay</b></u> (for example, avoid lien using 11 U.S.C. § 522(f)).  Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <input type="checkbox"/> Not claimed as exempt	

**PART B** - Personal property subject to unexpired leases. (All three columns of Part B must be completed for each unexpired lease. Attach additional pages if necessary.)

Property No. 1		
<b>Lessor's Name:</b> <b>-NONE-</b>	<b>Describe Leased Property:</b>	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

I declare under penalty of perjury that the above indicates my intention as to any property of my estate securing a debt and/or personal property subject to an unexpired lease.

Date August 18, 2009
 Signature /s/ Ophello Simpao Canlas  
**Ophello Simpao Canlas**  
 Debtor
Date August 18, 2009
 Signature /s/ Ida Villa-Ignacio Canlas  
**Ida Villa-Ignacio Canlas**  
 Joint Debtor

**United States Bankruptcy Court**  
**Western District of Washington**

In re **Ophello Simpao Canlas**  
**Ida Villa-Ignacio Canlas**

Debtor(s)

Case No.

Chapter

7

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept.....	\$	<u>1,980.00</u>
Prior to the filing of this statement I have received.....	\$	<u>1,980.00</u>
Balance Due.....	\$	<u>0.00</u>

2. \$ 0.00 of the filing fee has been paid.

3. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

4. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- [Other provisions as needed]

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

**For Chapter 13 cases - Amended Schedules D, E & F to include additional creditors not listed in original petition. Any hours in excess of original attorney fees will be applied for.**

**For Chapter 7 cases - Representation of debtor(s) in adversary proceedings or other contested matters, amending any schedules, voiding liens, obtaining a continuance of the 341 hearing and appearing at the continued hearing.**

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: August 18, 2009

/s/ Donald T. Tesch

Donald T. Tesch  
Donald T. Tesch, P.S.  
320 Dayton, Ste. 101  
Edmonds, WA 98020  
425-771-8230 Fax: 425-670-1311  
dt@edmondslaw.com

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON

**NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b)  
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

### **1. Services Available from Credit Counseling Agencies**

**With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis.** The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

**In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge.** The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

### **2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors**

#### **Chapter 7: Liquidation (\$245 filing fee, \$39 administrative fee, \$15 trustee surcharge: Total Fee \$299)**

1. Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

2. Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

3. The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

4. Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

#### **Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$39 administrative fee: Total fee \$274)**

1. Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments



over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

2. Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

3. After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

### **Chapter 11: Reorganization (\$1000 filing fee, \$39 administrative fee: Total fee \$1039)**

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

### **Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$39 administrative fee: Total fee \$239)**

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

### **3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials**

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

**WARNING:** Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

#### **Certificate of Attorney**

I hereby certify that I delivered to the debtor this notice required by § 342(b) of the Bankruptcy Code.

<b>Donald T. Tesch</b>	X <b>/s/ Donald T. Tesch</b>	<b>August 18, 2009</b>
Printed Name of Attorney	Signature of Attorney	Date
Address:		
<b>320 Dayton, Ste. 101</b>		
<b>Edmonds, WA 98020</b>		
<b>425-771-8230</b>		
<b>dt@edmondslaw.com</b>		

#### **Certificate of Debtor**

I (We), the debtor(s), affirm that I (we) have received and read this notice.

<b>Ophello Simpao Canlas</b>	X <b>/s/ Ophello Simpao Canlas</b>	<b>August 18, 2009</b>
<b>Ida Villa-Ignacio Canlas</b>		
Printed Name(s) of Debtor(s)	Signature of Debtor	Date
Case No. (if known)	X <b>/s/ Ida Villa-Ignacio Canlas</b>	<b>August 18, 2009</b>
	Signature of Joint Debtor (if any)	Date

**United States Bankruptcy Court  
Western District of Washington**

In re **Ophello Simpao Canlas  
Ida Villa-Ignacio Canlas**

Debtor(s)

Case No.  
Chapter

**7**

**VERIFICATION OF CREDITOR MATRIX**

The above-named Debtors hereby verify that the attached list of creditors is true and correct to the best of their knowledge.

Date: **August 18, 2009**

**/s/ Ophello Simpao Canlas**

**Ophello Simpao Canlas**

Signature of Debtor

Date: **August 18, 2009**

**/s/ Ida Villa-Ignacio Canlas**

**Ida Villa-Ignacio Canlas**

Signature of Debtor

AEGIS  
P.O. BOX 404  
FORT MILL, SC 29716

AMERICAN EXPRESS  
P.O. BOX 297871  
FORT LAUDERDALE, FL 33329

AMERICAN EXPRESS  
P.O. BOX 650448  
DALLAS, TX 75265

BANK OF AMERICA  
4161 PIEDMONT PRKWY  
GREENSBORO, NC 27410

BANK OF AMERICA  
P.O. BOX 1598  
NORFOLK, VA 23501

BENEFICIAL  
P.O. BOX 5233  
CAROL STREAM, IL 60197

BENEFICIAL/HFC  
961 N WEIGEL AVE  
ELMHURST, IL 60126

CAPITAL ONE - BANKRUPTCY  
P.O. BOX 5155  
NORCROSS, GA 30091

CHASE  
800 BROOKSEdge BLVD  
WESTERVILLE, OH 43081

CHASE  
P.O. BOX 78035  
PHOENIX, AZ 85062

CPA SEATTLE  
338 NW 85TH ST  
SEATTLE, WA 98117

CREDITORS INTERCHANGE  
80 HOLTZ DR  
BUFFALO, NY 14225

DANIEL M. GORDON, P.C.  
4023 W 1ST AVE  
P.O. BOX 22338  
EUGENE, OR 97402

DISCOVER CARD  
P.O. BOX 3025  
NEW ALBANY, OH 43054

FREDERICK J. HANNA & ASSOCIATE  
1655 ENTERPRISE WAY  
MARIETTA, GA 30067

GMAC MORTGAGE  
P.O. BOX 4622  
WATERLOO, IA 50704

KEY BANK  
P.O. BOX 94932  
CLEVELAND, OH 44101

LTD FINANCIAL SERVICES  
7322 SW FREEWAY #1600  
HOUSTON, TX 77074

MACY'S  
P.O. BOX 8066  
MASON, OH 45040

NATIONWIDE CREDIT INC.  
P.O. BOX 740640  
ATLANTA, GA 30374

NW HOSPITAL  
P.O. BOX 330321  
SEATTLE, WA 98133

OMNI CREDIT SERVICES  
P.O. BOX 23381  
TAMPA, FL 33623

SAMS CLUB  
P.O. BOX 530942  
ATLANTA, GA 30353

SEARS  
BANKRUPTCY DEPT.  
7920 NW 110TH ST  
KANSAS CITY, MO 64153

THE HOME DEPOT  
P.O. BOX 6028  
THE LAKES, NV 88901-6028

UNITED RECOVERY SYSTEM  
P.O. BOX 722929  
HOUSTON, TX 77272

US BANK  
P.O. BOX 5227  
CINCINNATI, OH 45201

WASHINGTON MUTUAL  
3990 S BABCOCK ST  
MELBOURNE, FL 32901

WELLS FARGO  
P.O. BOX 5185  
SIOUX FALLS, SD 57117

WF FINANCIAL/WELLS FARGO  
3201 N 4TH AVE  
SIOUX FALLS, SD 57104

# EXHIBIT 14



09/21/09 MON 13:17 FAX [REDACTED]

LAW OFFICES

001

### AUTHORIZATION FORM

The undersigned debtor's counsel hereby authorizes Washington Mutual Bank, a division of JPMorgan Chase Bank NA, to work directly with debtor(s), Ida Canlas, Ophello Canlas for purposes of discussing loss mitigation options on loan number [REDACTED] 8680.

This form in no way limits the debtor's right to legal counsel, nor does it authorize Washington Mutual Bank, a division of JPMorgan Chase Bank NA, to give legal advice to the debtor(s).

Signed this 2 day of September 2009.



(Debtor's Attorney)

By signing this document, I give Washington Mutual Bank, a division of JPMorgan Chase Bank NA, permission to call me regarding loss mitigation options. The best phone number to reach me is [REDACTED].

Agreed and acknowledged to by the debtor:



(Debtor)

Please fax this completed Acknowledgment to [REDACTED]

BW105